



Northern
California



November 19, 2019

Gene Block, Chancellor
UCLA Chancellor's Office
Box 951405, 2147 Murphy Hall
Los Angeles, CA 90095-1405
chancellor@ucla.edu

Michael Meranze, Chair
Academic Senate Office
University of California, Los Angeles
3125 Murphy Hall
Los Angeles, CA 90095-1408
mmeranze@senate.ucla.edu

Via email and U.S. Mail

Re: UC Affiliation with Entities that Impose Religious Restrictions on Health Care

Dear Chancellor Block and Chair Meranze:

As you may be aware, over the past year the UC community was roiled by the proposal for an extensive affiliation between UCSF and Dignity Health that was before the Board of Regents. In May, facing extensive opposition, UCSF dropped the plan. Our organizations publicly expressed our very serious concerns about this deal at the time to UCSF leadership and to the Board of Regents.¹ Dignity Health imposes significant religious restrictions that prohibit the provision of evidence-based, comprehensive reproductive health care and gender-affirming care in its Catholic hospitals, resulting in harmful and discriminatory treatment of patients.

UCLA leadership was involved in a discussion that took place about this proposed affiliation at the April 9, 2019 meeting of the UC Regents Health Services Committee. UCLA Health Sciences Vice Chancellor John Mazziotta, CEO of UCLA Health, stated that UCLA had placed its providers at

¹ Letter from ACLU of Foundation of Northern California, National Center for Lesbian Rights and National Health Law Program, to Mark Laret, President and CEO, UCSF Health and Sam Hawgood, Chancellor, University of California, San Francisco (Mar. 12, 2019) (on file with author).

both Dignity and Providence hospitals since 2007 and, “this is a way of life.”² He also stated that UCLA was “full every day” and conveyed that UCLA was invested in the outcome of the extensive UCSF partnership. And Alan Fogelman, Chair of the Department of Medicine at UCLA Health, spoke in favor of the UCSF partnership during that meeting’s public comment period. From the discussion at the April 9, 2019 meeting and otherwise during the debate over the UCSF proposal, it was clear that the UCSF deal was intended to serve as a model for affiliations throughout the UC system.

When advocating for the affiliation, UC representatives repeatedly asserted that the religious health care directives followed by Dignity Health would not prevent UC providers placed in Dignity Health hospitals from treating patients in accordance with UC’s mission and its legal obligations to provide care that is free of bias and religious influence. Documents provided by UC, however, in response to a Public Records Act request, reveal that even at the time of these assertions, UCSF *already had* entered into contracts with Dignity Health that explicitly tie the hands of UC providers and require them to comply with Dignity Health’s religious doctrine. This is also true for UCLA and for the other UC campuses with medical centers.

We are writing now to draw your attention to this issue. As a campus with a medical center that has entered into contracts restricting its providers’ practice of medicine based on religious directives, UCLA has an important role to play both with respect to its own affiliations and in the larger UC-wide discussion of this issue. We sincerely hope that, after learning this information, UCLA will take a strong stance that such affiliations are problematic. We ask that you terminate existing contracts that impose religious restrictions on care and refrain from entering into any new arrangements that would subject UCLA faculty, staff, trainees, students, or patients to religious restrictions on care.

Background

Catholic hospitals, like those in the Dignity Health network, must follow the Ethical and Religious Directives for Catholic Health Care Services, established by the US Conference of Catholic Bishops.³ These directives prohibit hospitals from providing a range of reproductive health services and go so far as to characterize them as “intrinsically evil.”⁴ In addition, the Conference of Catholic Bishops has been very clear that as a religious matter it does not recognize transgender people or the propriety of gender-affirming care.⁵ These principles are borne out in the practices of Dignity Health and other Catholic hospitals, resulting in discriminatory denials of care to transgender patients.

² Video, University of California Board of Regents Health Services Committee Meeting (Apr. 9, 2019), available at <https://regents.universityofcalifornia.edu/meetings/videos/april2019/april19.html> (accessed Nov. 19, 2019).

³ U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> [hereinafter ERDs or religious directives].

⁴ ERD No. 70, note 48 at 30.

⁵ See U.S. Conference of Catholic Bishops et al., Comment Letter on Department of Health and Human Services Proposed Rule on Nondiscrimination in Health Programs and Activities 9 (Nov. 6, 2015),

In 2018, UCSF proposed to the UC Board of Regents an extensive partnership with Dignity Health that would have channeled UCSF patients into Dignity Health hospitals in the Bay Area and would also have placed UCSF faculty, trainees, and students in those hospitals. This deal was proposed as a model that would extend to other UC campuses in the future. Following extensive protest from within the UC community and from other stakeholders, UCSF abandoned its proposal on May 28, 2019.

Our organizations jointly wrote to UCSF leadership on March 12, 2019, describing in detail the nature of the Catholic directives and their harmful impact on patients and providers, and raising serious concerns about the legality of the affiliation proposed by UCSF. That letter is included here as an attachment. In March, the ACLU of Northern California also submitted a Public Records Act request to UC in order to determine the nature of any existing affiliations between UC campuses and entities that restrict health care based on religious doctrine.

Existing Contracts Require UC Providers to Comply with Religious Restrictions on Care

In promoting the affiliation with Dignity Health, UC leaders repeatedly asserted that its providers placed at Dignity Health facilities would not be “under a gag rule” and could provide appropriate care to patients. For example, in an email to UCSF colleagues on April 26, 2019, UCSF Health President Mark Laret and UCSF School of Medicine Dean Talmadge King wrote “[J]ust as they do at our facilities, UCSF health care providers will have full latitude to discuss and arrange all appropriate medical services when caring for patients at any Dignity Health facility.”⁶ And Dana Gossett, Vice Chair of Strategy for UCSF Health, stated at the December 11, 2018 meeting of the California Board of Regents Health Services Committee that, “there’s no restriction on counseling on all the contraceptive options that exist currently, or on providing a prescription.”⁷

It turns out, however, that even as these assertions were being made, every single UC campus with a medical center, including UCLA, had an active or former agreement with a religious health care entity that specifically limited the practice of UC providers at these facilities because of religious doctrine.

A current emergency department coverage agreement between UCLA School of Medicine and Dignity Health, entered into February 2019, contains a list of “Prohibited Procedures,” which begins: “Entity shall not perform and *shall cause each Physician not to perform* the following procedures in connection with the provision of Services at Hospital” (Emphasis added.) This text is followed by a list of banned procedures that follows the mandates of the religious directives.⁸

<http://www.usccb.org/about/general-counsel/rulemaking/upload/Comments-Proposal-HHS-Reg-Nondiscrimination-Federally-Funded-Health.pdf>.

⁶ Email from UCSF Health President, Mark Laret and UCSF School of Medicine Dean, Talmadge King to UCSF faculty, (Apr. 26, 2019) (on file with author).

⁷ Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zIPt=6156> (accessed Nov. 15, 2019).

⁸ Dignity Health and UC Regents obo David Geffen School of Medicine at UCLA, Emergency Department Coverage Agreement, (Feb. 15, 2019).

Under the list of “prohibited procedures,” physicians are barred from providing abortion “even in the case of extrauterine pregnancy,” as well as other forms of reproductive health care and compassionate end-of-life services. Not only are they prohibited from providing contraception, they are forbidden even from the “promotion of contraceptive practices.” They are also not allowed to perform treatment for victims of sexual assault if the purpose or result is the “removal, destruction or interference with implantation of a fertilized ovum.”⁹

In a prior arrangement, the UCLA School of Nursing entered into an educational training agreement with Dignity Health that was in effect from September 2017 through August 2019. The contract’s standards section states that UCLA students and instructors shall comply, to the extent applicable to the Field Experience, with Dignity Health’s religious policies, including “the Ethical and Religious Directives for Catholic Health Care Services, as adopted by the United States Conference of Catholic Bishops.” To ensure compliance, participating students must sign a “Declaration of Responsibilities” stating that they agree to conform to the policies and procedures of the training site.¹⁰

UC Davis, UC Irvine, UC Riverside, UC San Diego, and UCSF have similar contracts that impose religious restrictions on care and, in some instances, require students and faculty to sign agreements stating that they will comply with the policies of the religious institution.¹¹

UC May Not Legally Subject its Providers and Patients to Religiously Restricted and Discriminatory Care

As we have previously expressed, any affiliation between UC and Dignity Health that subjects UC providers and patients to Dignity Health’s religious restrictions on care violates a range of state and federal laws. Given California’s—and UC’s—historic leadership in ensuring access to comprehensive reproductive health care and gender-affirming care, however, it is particularly disappointing that UC would put itself in a position so contrary to the values embodied in California law.

As a public university system open to all, a foundational value of the University of California is freedom from religious influence. Indeed, the California Constitution includes language to ensure that UC will not entangle itself in the type of religious restriction on its activities that is manifest in the contracts between the UC campuses and Catholic health care entities. The Constitution states: “[t]he university [of California] shall be entirely independent of all political or sectarian influence and kept free therefrom in the appointment of its regents and in the administration of its affairs . . .”¹²

⁹ *Id.*

¹⁰ Dignity Health and UC Regents obo UCLA School of Nursing, Educational Training Agreement, (Sep. 9, 2017).

¹¹ Public Records Act Request, Responsive Documents (Nov. 15, 2019) (on file with author).

¹² Cal. Const., Art. IX, Sec. 9(e).

California also has a long history of passing and interpreting laws that protect individuals' rights to access reproductive health care. Since the early 1980s, our courts have recognized that abortion is a pregnancy outcome that must be treated by public entities as equal to childbirth in the eyes of the law¹³, and California's Reproductive Privacy Act, passed in 2002, declares that it is the public policy of the state that every individual has the fundamental right to choose or refuse birth control and further states: “[t]he state shall not deny or interfere with a woman's fundamental right to choose to bear a child or to choose to obtain an abortion . . .”¹⁴

Similarly, California was one of the first states to make clear that our anti-discrimination laws prohibit discrimination based on transgender status. And just last month, a California appellate court found that Evan Minton, an ACLU plaintiff who was denied a gender-affirming hysterectomy at a Catholic Dignity Health hospital, was discriminated against when he was refused this care.¹⁵

Indeed, the fact that UC campuses entered into the contracts described above puts UC at odds with the legal positions taken by the State of California, which has been a leader in resisting the Trump administration's attempt to increase the ability of health care providers to invoke religion as a basis to discriminate. As the California Attorney General wrote in that case, the rule proposed by the Trump Administration violated the Establishment Clause of the federal constitution because: it elevates the religious beliefs of objectors over the rights, beliefs, and interests of providers and patients; and it coerces religious exercise by requiring providers and patients to act in accordance with the objecting employees' religious beliefs.¹⁶ Under this analysis, the contracts that UC campuses already have with Dignity Health and St. Joseph Health, another Catholic entity, also violate the Establishment Clause.

Patients of Color Are Negatively Affected by Catholic Health Care Restrictions

Proponents of UC affiliation with Dignity Health have asserted that this type of partnership would increase access health care access to and be beneficial for underserved patients. This argument is perplexing, since patients of color, low-income patients, and others who experience systemic barriers to health care access are most in need of quality, comprehensive care, including reproductive health care and bias-free care for LGBTQ people.

Research shows that pregnant women of color are already more likely than white women to give birth at Catholic facilities, meaning they are more likely to receive care that is dictated by religious doctrine rather than evidence-based medicine, which exacerbates existing health disparities.¹⁷ To properly serve these communities, UC should be working to ensure that patients are free from

¹³ *Committee to Defend Reproductive Rights v. Myers*, 29 Cal. 3d 252, 285 (1981).

¹⁴ Cal. Health & Safety Code §§ 1123462)(a) & (c).

¹⁵ *Minton v. Dignity Health*, 39 Cal. App. 5th 1155 (2019).

¹⁶ Pls.' Mot. for Summ. J. at 42, *State of California v. Azar et al.* (N.D. Cal. 2019) (No. 19-2769), ECF No. 113.

¹⁷ Kira Shepherd, Elizabeth Reiner Platt, & Katherine Franke et al., *Bearing Faith: The Limits of Catholic Health Care for Women of Color* (2017), available at

<https://www.law.columbia.edu/sites/default/files/microsites/gender-sexuality/PRPCP/bearingfaith.pdf>.

religious restrictions on care, not sending UC patients and providers to Catholic facilities where they cannot obtain or provide comprehensive, patient-centered care.

Care Prohibited Under the Catholic Religious Directives Is Basic Health Care and Cannot Be Isolated from Other Care

Affiliation proponents have also suggested that concerns about the negative impact of the religious directives on UC providers and patients could be eliminated as long as the relationship between UC and Dignity Health does not involve the practice of obstetrics and gynecology. Additionally, UCSF's announcement that it would no longer pursue its previously envisioned affiliation with Dignity Health stated that UCSF was still seeking to find "a viable path forward to help meet patient needs and increase access to crucial health services, including in the areas of adolescent and adult psychiatry, surgical services, primary care and cancer care."¹⁸

Arguments along these lines fail to consider the extent to which reproductive health care is basic health care, as is gender-affirming care for transgender patients. Cardiology, cancer treatment, pediatrics, primary care, emergency care, and mental health are among the many areas of care that can intersect with the religious directives—as evidenced by a UCSF contract with Dignity Health for cardiology services that includes a paragraph on compliance with the religious directives.¹⁹ Examples of religiously imposed barriers to care include:

- A cardiologist at a Catholic hospital in Colorado was reprimanded for discussing abortion as an option with a pregnant patient who exhibited signs of a disorder that can be highly life-threatening for pregnant people.²⁰
- A patient in the first trimester of pregnancy received a diagnosis of brain cancer in a Catholic hospital. She needed chemotherapy that would have been harmful to the fetus, but the hospital refused to allow her to receive an abortion there, disrupting her care.²¹
- A patient with excessive vaginal bleeding due to polycystic ovarian syndrome went to the emergency room of a Catholic hospital. The standard of care is to provide a high dose of contraception in this circumstance, but the physician's assistant in the emergency room would not provide it or a prescription for it or for another drug that was in the same class as

¹⁸ Sam Hawgood, UCSF Chancellor, and Mark Laret, President and CEO, UCSF Health, Questions and Answers (Dignity Health Affiliation) (May 28, 2019).

¹⁹ Professional Services Agreement, *supra* note 8.

²⁰ Complaint Against Mercy Medical Center, ACLU of Colorado (Nov. 13, 2013), available at <http://aclu-co.org/wp-content/uploads/files/2013-11-13%20CDPHE-Rich.pdf>.

²¹ Lori R. Freedman & Debra B. Stulberg, *Conflicts in Care for Obstetric Complications in Catholic Hospitals*, 4 AJOB Primary Research 1-10 (2013).

contraception. As a result, the patient bled all weekend, waiting to see her ob-gyn in the office.²²

- Transgender patients experience significant discrimination and denials of care that are not limited to obstetrics and gynecology. When transgender people experience religiously based refusals of care, or anticipate that they will, this experience can lead them to delay or avoid accessing needed care, including routine preventative care.²³

The Religious Directives Apply to the Entire Facility and All Employees

It has similarly been argued by affiliation proponents that, if UC could forge an agreement in which the religious directives did not apply to UC faculty practicing at Dignity Health or other religiously restrictive facilities, concerns about the affiliation would be moot. The idea that such an agreement could be made is belied by the religious directives themselves, which specifically state that, under any affiliation, Catholic facilities may not be made available for “immoral procedures” regardless of who provides them.

But, beyond that, this argument neglects to consider all the other points at which a UC patient sent to a Dignity Health hospital could experience religious restrictions on care. For example, even if a UC student or instructor at a Dignity Health or other Catholic hospital were allowed to “promote contraceptives,” other staff at the hospital would not be permitted to note that in the patient’s medical record, provide referral information, or otherwise fully participate in the care of that patient. Religious directive 73 states in full: “Before affiliating with a health care entity that permits immoral procedures, a Catholic institution must ensure that neither its administrators nor its employees will manage, carry out, assist in carrying out, make its facilities available for, make referrals for, or benefit from the revenue generated by immoral procedures.”

In summary, religious directives apply throughout Catholic hospitals, and it is not possible to position either UC providers or UC patients in these hospitals without the risk that they will be subject to religious restrictions on care that are counter to UC’s mission and values, as well as violative of the law governing UC as a public institution.

We are aware that UC President Napolitano has created a committee to propose guidelines for affiliations between UC campuses and private medical entities. While we look forward to hearing the outcome of this committee, we felt it was important to express our renewed concerns directly to you at this time.

²² Lori R. Freedman, Molly Battistelli, & Sara Magnusson. Presentation at the North American Forum on Family Planning Scientific Abstracts Chicago, Illinois: Patient Experiences with and Perspectives on Catholic Healthcare (Nov. 15, 2015).

²³ Dr. Seth Pardo Decl. at 4, *State of California v. Azar et al.* (N.D. Cal. 2019) (No. 19-2769), ECF No. 92.

To live up to its values and meet its legal obligations, UCLA must terminate its existing contracts that impose religious restrictions on care and refrain from entering into any new arrangements that would subject UCLA faculty, staff, trainees, students, or patients to religious restrictions on care.

Please direct future communications to Phyllida Burlingame, Reproductive Justice and Gender Equity Director at the ACLU Foundation of Northern California, via pburlingame@aclunc.org. We look forward to your reply.

Sincerely,



Phyllida Burlingame
Reproductive Justice and Gender Equity Director
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Susan Berke Fogel, JD
Director of Reproductive and Sexual Health
National Health Law Program

CC: University of California Board of Regents via regentsoffice@ucop.edu
University of California Office of the President via president@ucop.edu

Encl: March 12, 2019 letter from ACLU of Northern California, National Health Law Program, and National Center for Lesbian Rights (1)
Emergency Department Coverage Agreement, Dignity Health and UC Regents obo David Geffen School of Medicine at UCLA (Feb. 15, 2019) (2)
Educational Training Agreement, Dignity Health and UC Regents obo UCLA School of Nursing (Sep. 9, 2017) (3)



Northern
California



March 12, 2019

Mark Laret
President/CEO
UCSF Health
Medical Center Administration,
Box 0296 550 16th St., Floor 4
San Francisco, CA 94143
Mark.Laret@ucsf.edu

Sam Hawgood
Chancellor
University of California, San Francisco
Office of the Chancellor, Box 0402
550 16th Street, 7th Floor
San Francisco, CA 94143
chancellor@ucsf.edu

Via email and U.S. Mail

Re: UCSF partnership with Dignity Health

Dear Mr. Laret and Chancellor Hawgood:

We are writing on behalf of the ACLU of Northern California, the National Center for Lesbian Rights, and the National Health Law Program to express our very serious concerns about UCSF partnering with Dignity Health. In 2017, UCSF Health announced a formal affiliation with several Dignity Health hospitals in the Bay Area, and we understand from information presented by UCSF at the University of California Regents Health Services Committee (the “Committee”) meeting on December 11, 2018, that plans are underway to expand this partnership beyond the Bay Area, perhaps throughout the University of California system.

UCSF has publicized this partnership as a strategic alliance of two distinguished and long-serving Bay Area providers recognized for clinical excellence and missions to provide affordable care to all.¹ However, Dignity Health, along with other Catholic health care entities, imposes significant religious restrictions on the care it permits in its facilities. These restrictions lead to discriminatory

¹ Kristen Bole, UCSF News Center, *Dignity Health, UCSF Health Announce Bay Area Collaboration, Plans Build on Shared Mission to Provide Quality Care for All*, <https://www.ucsf.edu/news/2017/08/407996/dignity-health-ucsf-health-announce-bay-area-collaboration> (last visited Jan. 29, 2019).

treatment of transgender patients and women and to denials of care that have put patients' health and lives at risk. We are seriously concerned that, by partnering with an inherently discriminatory institution, UCSF is failing to meet both its legal obligations as a public entity in California and its professed values of evidence-based, inclusive, and comprehensive patient-centered care.

I. Catholic Health Care Restrictions and their Impact on Patients and Providers

All Catholic health care, including Dignity Health's Catholic hospitals, must adhere to policy proscriptions issued by the United States Conference of Catholic Bishops (the "Conference of Catholic Bishops"), some of which are spelled out in the Ethical and Religious Directives for Catholic Health Care Services (the "ERDs").² Catholic health care entities are explicitly prohibited from providing a range of reproductive health services, including contraception, sterilization, and abortion; the ERDs go so far as to characterize these procedures as "intrinsically evil."³ Further, the Conference of Catholic Bishops mandates that religion take precedence over patient decision-making and autonomy by expressly stating in the ERDs that "the free and informed health care decision of the person . . . is to be followed so long as it does not contradict Catholic principles."⁴ Thus, the ultimate authority over Catholic health care is not medical, but religious.

Gender-Affirming Care for Transgender Patients Is Prohibited in Catholic Hospitals

The Conference of Catholic Bishops has been very clear that as a religious matter it does not recognize transgender people or the propriety of gender-affirming care. In comments submitted to the U.S. Department of Health and Human Services in 2015, the Conference of Catholic Bishops explained as follows:

[W]e believe . . . that medical and surgical interventions that attempt to alter one's sex are, in fact, detrimental to patients. Such interventions are not properly viewed as health care because they do not cure or prevent disease or illness. Rather they reject a person's nature at birth as male or female.⁵

In the same set of comments, the Conference of Catholic Bishops also stated the following:

"Sex change" is biologically impossible. People who undergo sex reassignment surgery do not change from men to women or vice versa. . . . Claiming that this is a civil-rights matter and encouraging surgical intervention is in reality to collaborate with and promote a mental disorder.⁶

² U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf> [hereinafter ERDs].

³ ERD No. 70, note 48 at 30.

⁴ ERD No. 28 at 14.

⁵ U.S. Conference of Catholic Bishops et al., Comment Letter on Department of Health and Human Services Proposed Rule on Nondiscrimination in Health Programs and Activities 9 (Nov. 6, 2015), <http://www.usccb.org/about/general-counsel/rulemaking/upload/Comments-Proposal-HHS-Reg-Nondiscrimination-Federally-Funded-Health.pdf>.

⁶ *Id.*

Similar anti-transgender material is posted on the Conference of Catholic Bishops website,⁷ as well as collected on the website for the National Catholic Bioethics Center.⁸

These principles are borne out in the practices of Catholic hospitals—including Dignity Health hospitals—which deny transgender people gender-affirming care. The ACLU’s representation of Evan Minton,⁹ a transgender man, illustrates this problem. Mr. Minton sought a hysterectomy to increase alignment between his body and male gender identity at Dignity Health’s Mercy San Juan Medical Center (“Mercy San Juan”). Though Mr. Minton’s physician and other Mercy San Juan physicians regularly perform hysterectomies for cisgender female patients, Mr. Minton’s procedure was abruptly canceled the day before the procedure was set to take place once the hospital learned the procedure was part of his gender-affirming care.¹⁰

Patients Are Denied Proper Miscarriage Management at Catholic Hospitals

Catholic health care has an absolute prohibition on abortion, even when a pregnant person’s health is jeopardized by the pregnancy.¹¹ Additionally, the ERDs’ broad definition of abortion¹² leads Catholic hospitals to ban the safest method for terminating an ectopic pregnancy and to consider the evacuation of a uterus during a miscarriage to be an abortion if there is still a fetal heartbeat. Emergency situations are ostensibly addressed by ERD 47, which states that medical treatments that terminate a pregnancy are permitted when their direct purpose is the “cure of a proportionately serious pathological condition of a pregnant woman” and when the treatments “cannot be safely postponed until the unborn child is viable.”¹³ However, beyond the inescapable core issue that, at a moment of emotional and physical trauma for the pregnant person, decisions about medical care are being made based on religious principles rather than by the patient in consultation with a medical provider, there are two serious problems with this supposed safeguard.

First, patients must be exhibiting a “proportionately serious” medical condition in order to demonstrate that the completion of a miscarriage is justified under the ERDs. In other words, for a Catholic hospital to allow a physician to provide care that will end the pregnancy, a patient must already be experiencing medical problems such as infection that put their life at risk, even if it is clear that the pregnancy is non-viable and that earlier action could prevent the infection from occurring in the first place. A qualitative study of obstetricians and gynecologists practicing at Catholic hospitals quotes Dr. R, who explained that he and colleagues “often tell patients that we can’t do anything in the hospital but watch you get infected.” He goes on to say, “it’s just very difficult for them, they’re

⁷ See, e.g., U.S. Conference of Catholic Bishops, *Created Male and Female: An Open Letter from Religious Leaders* (Dec. 15, 2017), <http://www.usccb.org/issues-and-action/marriage-and-family/marriage/promotion-and-defense-of-marriage/created-male-and-female.cfm>.

⁸ See National Catholic Bioethics Center, *Bioethics Topics – Transgender*, <https://www.ncbicenter.org/resources/information-topic/gender-identity/> (last visited Mar. 6, 2019).

⁹ ACLU of Northern California, *Minton v. Dignity Health (Sex Discrimination)*, <https://www.aclunc.org/our-work/legal-docket/minton-v-dignity-health-sex-discrimination> (last visited Mar. 8, 2019).

¹⁰ It is our understanding that because as a matter of religious belief Catholic hospitals do not recognize gender affirming care, they view hysterectomies sought by transgender people as “direct sterilization” in violation of Ethical and Religious Directive No. 53.

¹¹ ERD No. 45 at 18.

¹² *Id.* (“Every procedure whose sole immediate effect is the termination of pregnancy before viability is an abortion, which, in its moral context, includes the interval between conception and implantation of the embryo.”)

¹³ ERD No. 47 at 19.

already in a hard place . . . we actually have the patients discharge themselves . . . drive themselves and then admit themselves to the next institution.”¹⁴ A policy dictating that patients experiencing miscarriage must first get infected and then be treated, rather than treating them before infection sets in, runs counter to appropriate medical practice and patient-centered care.

Second, the interpretation of ERD 47 varies widely among hospitals and leads to confusion among health care providers as to when it is theologically justified to provide emergency care that terminates a pregnancy.¹⁵ The Catholic policy’s lack of clarity, as well as its requirement that providers deviate from the standard practice of medicine, can lead to horrible patient outcomes. For example, Tamesha Means,¹⁶ a Michigan woman, was denied medically appropriate care by a Catholic hospital after her water broke when she was 18 weeks pregnant, pre-viability. Despite increasing signs of infection, the hospital did not inform Ms. Means that there was almost no chance that she could give birth to a healthy baby and did not present her with the option of ending the pregnancy, even though that would have been the safest course of action. Instead, the hospital twice sent her home with Tylenol and would have done so a third time if Ms. Means had not gone into labor while at the hospital. The baby died within hours of delivery.

Contraception and Assisted Reproductive Technologies Are Prohibited in Catholic Health Care Facilities

Policies established by the Conference of Catholic Bishops explicitly prohibit Catholic health care entities from providing contraception to patients.¹⁷ This negatively affects patients who are unable to obtain a postpartum tubal ligation after giving birth at a Catholic hospital. Tubal ligations are the family planning method of choice for 30.2% of U.S. married women of reproductive age,¹⁸ and the American Congress of Obstetricians and Gynecologists (ACOG) has said: “Given the consequences of a missed procedure and the limited time frame in which it may be performed, postpartum sterilization should be considered an urgent surgical procedure.”¹⁹

Patients who give birth in Dignity Health’s Catholic hospitals, such as ACLU client Rebecca Chamorro,²⁰ are denied access to tubal ligation. Ms. Chamorro sought and was denied a tubal ligation immediately following her C-section delivery at Dignity Health’s Mercy Medical Center Redding (MMCR), the only hospital within a 70-mile radius that has a labor and delivery ward. While Dignity Health’s Catholic hospitals do provide postpartum tubal ligations to some patients, the ultimate decision of whether to approve a doctor’s application to perform a tubal ligation on a

¹⁴ Lori R. Freedman & Debra B. Stulberg, *Conflicts in Care for Obstetric Complications in Catholic Hospitals*, 4 AJOB Primary Research 1-10 (2013).

¹⁵ *Id.* at 4.

¹⁶ *Means v. United States Conference of Catholic Bishops*, 836 F.3d 643 (6th Cir. 2016).

¹⁷ “Catholic health institutions may not promote or condone contraceptive practices but should provide, for married couples and the medical staff who counsel them, instruction both about the Church’s teaching on responsible parenthood and in methods of natural family planning.” ERD No. 52 at 19.

¹⁸ Jo Jones, William Mosher, & Kimberly Daniels, *Current Contraceptive Use in the United States, 2006 – 2010, and Changes in Patterns of Use Since 1995*, 60 National Health Statistics Report 17, 1-25 (2012).

¹⁹ American College of Obstetricians and Gynecologists, *Access to Postpartum Sterilization*, 120 Obstet. Gynecol. 212, 213 (2012).

²⁰ ACLU of Northern California, *Chamorro v. Dignity Health (Religious Refusals)*, <https://www.aclunc.org/our-work/legal-docket/chamorro-v-dignity-health-religious-refusals> (last visited Mar. 8, 2019).

patient is made by a staff member charged with enforcement of the ERDs, rather than by a medical professional.

Catholic healthcare's ban on contraception also harms patients who might need emergency contraception due to a missed or failed method, since Catholic health care permits emergency contraception only in cases of rape and, even then, only under certain circumstances.²¹ The ban additionally disrupts the contraceptive method of inpatients at a Catholic hospital who are not able to access contraception during that period.

At the December 2018 Committee meeting, UCSF representatives offered Committee members reassurance that lack of access to contraception would not be a problem in the Dignity Health hospitals partnering with UCSF. Dr. Dana Gossett, division director of obstetrics and gynecology at UCSF and Vice Chair of UCSF Health Regional Women's Health Strategy, mentioned a "work-around" in which many patients at St. Mary's have "menstrual disorders," for which Catholic health care permits contraception to be prescribed.²² This begs the question of why UCSF, a leading medical institution, would sanction this type of misdiagnosis. Beyond that, pharmacies in Catholic hospitals do not typically stock contraception,²³ causing us to wonder whether access to contraception at St. Mary's would actually be possible in the way described by Dr. Gossett.

If St. Mary's or other Catholic Dignity Health hospitals did knowingly provide birth control to patients for contraceptive purposes, this would violate the Conference of Catholic Bishop's policies governing Catholic health care. Dignity Health has stated clearly that it intends to adhere to these directives. According to Dignity Health's counsel, "a Catholic hospital risks the Bishop's revocation of its Catholic status under Canon Law if it does not comply with the ERDs."²⁴

Finally, Catholic health care prohibits in vitro fertilization and other assisted reproductive technologies (ART). The ERDs state that "[r]eproductive technologies that substitute for the marriage act are not consistent with human dignity."²⁵ This position, while harmful for all couples experiencing infertility, has an especially problematic impact on same-sex couples who, as a group, rely on ART to conceive.

"Transparency" Does Not Mitigate Harm to Patients

At the Committee meeting, UCSF representatives acknowledged that patients would be denied care at Dignity Health hospitals. They asserted that the "transparency" of telling patients about these denials is of primary importance, suggesting that this would alleviate the problem of referring UCSF patients to Dignity Health hospitals. However, patients like Evan Minton have a right to care that is free of discrimination. By informing these patients that they will be denied care at Dignity Health hospitals, UCSF does not reduce the discrimination the patients are facing. Instead, UCSF supports the continuation of a discriminatory practice and the demeaning treatment

²¹ ERD No. 36 at 15.

²² Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Mar. 6, 2019).

²³ Debra B. Stulberg, Rebecca A. Jackson, & Lori R. Freedman, *Referrals for Services Prohibited in Catholic Health Care Facilities*, 48 Perspectives on Sexual and Reproductive Health 111-117 (2013).

²⁴ Defs. Opp'n to Ex Parte Appl. for TRO at 4, 20-21, *Chamorro v. Dignity Health*, Cal. Super. Ct. (2016) (No. 15-549626).

²⁵ ERDs at 16.

of patients who are seeking care, resulting in a “stigma inconsistent with the history and dynamics of civil rights laws that ensure equal access to goods, services, and public accommodations.” *Masterpiece Cakeshop, Ltd. v. Colo. Civil Rights Comm’n*, 138 S. Ct. 1719, 1727 (2018). Indeed, UCSF’s position is akin to saying that it is acceptable for a Dignity Health hospital to discriminate as long as it has a sign out front saying, “No transgender people allowed.”

Similarly, the transfer or referral of denied patients to a different hospital creates a work-around that allows discrimination to flourish. Indeed, during a hearing in Mr. Minton’s case, the judge compared the fact that Dignity Health ultimately allowed Mr. Minton to receive care in one of its secular hospitals to *Plessy v. Ferguson*, stating, “It has a smell of ‘separate but equal,’ which as we know was abandoned in 1954.”²⁶

Providers at Catholic Hospital Experience Ethical Conflicts

Though the ERDs bar the promotion of contraceptive practices and warn about the “danger of scandal” in mere association with abortion providers, UCSF representatives expressed at the Committee meeting that there is “no gag rule” that would prohibit or limit UCSF or Dignity Health providers from discussing abortion or other barred services.²⁷ Yet in 2013, Michael A. Demos, a cardiologist practicing at a Catholic hospital in Colorado, was reprimanded for discussing abortion as an option with a pregnant patient who exhibited signs of a disorder that can be highly life-threatening for pregnant people. The hospital’s chief medical officer told Dr. Demos that, pursuant to the ERDs, he was not allowed to recommend or discuss the possibility of pregnancy termination with patients, regardless of the circumstances.²⁸

Dr. Demos is not the only medical provider whose professional obligations toward patients have been disrupted by Catholic health care’s proscriptions on care. Indeed, research has shown that providers at Catholic facilities are torn between the religious ethics of their employers and the patient centered-obligation of their profession.²⁹ In a national survey of obstetricians and gynecologists (OB-GYNs) in the U.S., 52% of those working in Catholic institutions reported a conflict with the institution over religiously-based policies.³⁰

In California, the California Medical Association (CMA) has expressed concern that Dignity Health is imposing non-medical criteria that countermand physicians’ medical judgment and prevent them from providing the standard of care for their patients.³¹ Citing the American Medical Association’s Code of Medical Ethics Opinion regarding the patient-physician relationship, CMA

²⁶ Transcript of Record at 5, 12-14, *Minton v. Dignity Health*, Cal. Super. Ct. (2017) (No. 17-558259).

²⁷ Video, University of California Board of Regents Health Services Committee Meeting (Dec. 11, 2018), available at <https://youtu.be/4hzdnJT2zII?t=6156> (accessed Mar. 6, 2019).

²⁸ Complaint Against Mercy Medical Center, ACLU of Colorado (Nov. 13, 2013), available at <http://aclu-co.org/wp-content/uploads/files/2013-11-13%20CDPHE-Rich.pdf>.

²⁹ UCSF Bixby Center for Global Reproductive Health, *How Do Catholic Hospitals Handle Reproductive Health Referrals?*, <https://bixbycenter.ucsf.edu/news/how-do-catholic-hospitals-handle-reproductive-health-referrals> (last visited Feb. 12, 2019).

³⁰ Debra B. Stulberg, Annie M. Dude, & Irma Dahlquist et al. *Obstetrician-Gynecologists, Religious Institutions, and Conflicts Regarding Patient-Care Policies*. 207 AM. J. OBSTET. GYNECOL. 73.E1 - 73.E5 (2012).

³¹ Mem. of P. & A. in Supp. of Pl. Mot. for Leave to File Compl. at 9, 20-21, *Chamorro v. Dignity Health*, Cal. Super. Ct. (2016) (No. 15-549626).

has also expressed that enforcement of the ERDs can impede physicians' ethical obligations to place patients' welfare above their own and other groups' interests.³²

Dignity Health Follows the Proscriptions of Catholic Health Care

As was discussed at the Committee meeting, Dignity Health currently comprises Catholic hospitals that adhere to the ERDs and other hospitals that adhere to the Statement of Common Values³³; hospitals in the latter group prohibit abortion but permit contraception. Of those that are part of the existing UCSF partnership, the Catholic hospitals are St. Mary's and Dominican, while the Statement of Common Values hospitals are St. Francis and Sequoia. During the meeting, Dr. Gossett emphasized the lesser restrictions at the non-Catholic hospitals, stating that St. Francis has no restrictions on tubal ligations and has a transgender health center.

However, in 2018, the Conference of Catholic Bishops issued an update to the ERDs that changes the landscape of Catholic health care systems. The new ERDs state that hospitals coming under a Catholic institution through acquisition, governance or management "must be operated in full accord with the moral teaching of the Catholic Church, including these Directives."³⁴ In its approval of the recent merger between Dignity Health and Catholic Health Initiatives, the California Attorney General set a condition that existing reproductive health services must be maintained throughout the merged entity in California for five years; we are concerned, however, that after that time, Dignity Health will bring all of its hospitals under the ERDs, as prescribed by the Conference of Catholic Bishops, thus abolishing the lower level of restriction touted by UCSF administrators at the Committee meeting.

The new ERDs similarly address partnerships with secular hospitals:

Before affiliating with a health care entity that permits immoral procedures, a Catholic institution must ensure that neither its administrators nor its employees will manage, carry out, assist in carrying out, make its facilities available for, make referrals for, or benefit from the revenue generated by immoral procedures.³⁵

This statement stands in contrast to comments made at the Committee meeting that, due to the partnership with UCSF, patients at Dignity Health hospitals would not be denied reproductive health information or referrals.

³² *Id.* (quoting American Medical Association, Patient-Physician Relationships: Code of Medical Ethics Opinion 1.1.1, *AMA Principles of Medical Ethics: I, II, IV, VIII*, <https://www.ama-assn.org/delivering-care/ethics/patient-physician-relationships> (last visited Mar. 7, 2019)).

³³ Dignity Health, *Statement of Common Values*, <https://www.dignityhealth.org/north-state-/media/cm/media/documents/PDFs/Statement-of-Common-Values.ashx> (last visited Mar. 7, 2019).

³⁴ ERD No. 74 at 26.

³⁵ ERD No. 73 at 26.

II. The UCSF/Dignity Health Partnership Raises Serious Legal Concerns under Federal and State Law

The exact scope of the proposed UCSF/Dignity Health partnership has not been made clear to the public. Nonetheless, any partnership where UCSF patients are being provided care in a Dignity Health facility that imposes religious restrictions on that care raises serious legal questions.

UCSF is a public entity. As such, it has legal obligations that go far beyond those of a private entity such as Dignity Health. It is the position of the undersigned—as evidenced by the several lawsuits the ACLU has filed against Dignity Health for its discriminatory denials of care—that even private entities cannot invoke religious belief as a justification for discrimination in businesses open to the general public. But it is certainly the case that California’s public university system cannot invoke Dignity Health’s religious beliefs as a basis for denying care to its patients.

Indeed, on its face, the UCSF/Dignity Health partnership raises a host of questions about how the government can legally partner with an entity that *explicitly restricts patient care on the basis of its religious beliefs*. Yet at the Committee meeting, the only legal analysis UCSF provided on this front pertained to religious iconography in Dignity Health facilities. While it is troubling that UCSF patients would be subjected to religious iconography in accessing care at Dignity Health facilities, this is plainly a lesser issue than those same patients being subjected to religiously restricted care. Among other laws, the UCSF/Dignity Health partnership raises concerns under the following:

Establishment Clause: Both the U.S. and California Constitutions prohibit “sponsorship, financial support, and active involvement of the [state] in religious activity.” *Lemon v. Kurtzman*, 403 U.S. 602, 612 (1971). Even where the purpose of the government action is secular, the Establishment Clauses may still be violated where the principal or primary effect of the action advances religion or where the action fosters an excessive entanglement with religion. *Id.* at 612-13. The Supreme Court has also long held that the government unconstitutionally advances religion where it favors religion to the point of forcing unwilling third parties to bear the burden, or suffer harm, as a result of this favoritism. *See, e.g., Estate of Thornton v. Caldor, Inc.*, 472 U.S. 703 (1985). Here, UCSF’s decision to partner with Dignity Health facilities would impose on its patients the burden of Dignity Health’s religious restrictions on care.

Equal Protection: Denying transgender people gender-affirming care constitutes sex discrimination in violation of constitutional equal protection. In the recent case of *Norsworthy v. Beard*, a federal district court held that the refusal of the California Department of Corrections (“CDCR”) to provide a transgender inmate with gender-affirming care violated the federal equal protection clause. 87 F. Supp. 3d 1104 (N.D. Cal. 2015). As with Catholic health care entities, the CDCR allowed the contested procedure—vaginoplasty—for cisgender women, yet it denied the procedure for transgender women, deeming the procedure for them “medically unnecessary.” The court concluded that such discrimination was discrimination on the basis of transgender status and did not hold up to intermediate scrutiny. *Id.* at 1121. Yet UCSF patients receiving care in Dignity Health facilities would similarly be denied gender-affirming care.

There is also clear case law that under the equal protection and privacy guarantees of the California Constitution, governmental entities must treat all pregnancy options neutrally. In

Committee to Defend Reproductive Rights v. Myers, 29 Cal. 3d 252, 285 (1981), the California Supreme Court found state restrictions on Medi-Cal funding of abortion to be unconstitutional, ruling that while the government need not provide public funding for any pregnancy-related care, it could not exclude abortion coverage if it provided support for prenatal care and delivery to indigent pregnant women. Thus, patients seeking care from UCSF cannot only be offered obstetric and gynecologic care—they also must be offered abortion care.

California’s Constitutional No-Aid Clause: Article XVI, Section 5 of the California Constitution provides that no California state entity “shall ever make an appropriation, or pay from any public fund whatever, or grant anything to or in aid of any religious sect, church, creed, or sectarian purpose, or help support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever” California courts have recognized that this clause is broader than either the federal or state establishment clauses, in that it prohibits government action that has “the direct, immediate, and substantial effect of advancing religion.” *Paulson v. Abdelnour*, 145 Cal. App. 4th 400, 435 (2007). Even for a secular purpose, “a government entity may not enter into an exclusive contract with a religious organization which will result in the organization receiving a financial benefit from the government.” *Id.*

California Non-Discrimination Law: In addition to the constitutional provisions, California statutory law is clear that government entities in California may not discriminate on the basis of sex, including gender identity, gender expression, and sexual orientation. Cal. Gov’t Code § 11135. Nor may government entities contract with entities that discriminate on these bases. Cal. Gov’t Code § 12990.

Even more generally, California’s Unruh Civil Rights Act promises that all those within the jurisdiction of the state are “free and equal” and “entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ. Code § 51(b). Thus, the Unruh Act prohibits discrimination on the basis of sex, including gender identity, gender expression, and sexual orientation in all business establishments. *Id.* § 51(e)(5).

Indeed, California prohibits the University of California from requiring any of its employees to travel to states that have recently enacted laws that authorize discrimination based on sexual orientation, gender identity, or gender expression, and the state further prohibits UC from approving requests for travel to those states. Cal. Gov’t Code § 11139.8(b). This law was enacted specifically in response to other states enacting broad religious exemptions to their non-discrimination laws, and the preamble to the law states: “[t]he exercise of religious freedom should not be a justification for discrimination.” *Id.* at § 11139.8(a)(4).

III. UCSF’s Leadership in Evidence-Based, Inclusive, and Comprehensive Health Care

In addition to its legal obligations, UCSF also has a stated commitment to providing comprehensive reproductive health care as well as patient-centered, non-discriminatory care. As an institution, UCSF prides itself on providing care to patients with an individualized approach, recognizing that the when it comes to patient-centered care, the “whole is often greater than the

sum of its parts.”³⁶ UCSF’s Bixby Center for Global Reproductive Health is self-characterized as one of the few research institutions to “unflinchingly address abortion” by expanding and improving access, training providers, and supporting efficacy and safety through clinical trials and research.³⁷ Focusing on “evidence, empowerment and impact,” the leadership of the Bixby Center has informed reproductive and sexual health policies, treatment, and care guidelines throughout the country and the world, helping to ensure access to the full scope of reproductive health care for all.³⁸

UCSF has also been recognized as a leader in LGBTQ-inclusive care, achieving a perfect score on the LGBT Healthcare Equality Index, which evaluates providers on metrics of LGBTQ patient-centered care, several years in a row.³⁹ The innovative capacity-building, community research, and clinical programs of the Center of Excellence for Transgender Health are making strides towards achieving UCSF’s mission to increase access to comprehensive, effective, and affirming health care services for transgender and gender non-conforming people at UCSF and throughout the field.⁴⁰ In addition, UCSF’s Child and Adolescent Gender Center Clinic, with which National Center for Lesbian Rights and other community organizations have a longstanding relationship, provides comprehensive medical and psychological care, as well as advocacy and legal support, to gender non-conforming and transgender youth and adolescents.⁴¹

Thus, it is particularly troubling that UCSF would choose to partner with Dignity Health, when UCSF has long presented itself as committed to the very kind of care that Dignity Health refuses to provide—comprehensive reproductive health care and LGBTQ-inclusive care. Dignity Health’s practices blatantly contradict UCSF’s own professed Professionalism, Respect, Integrity, Diversity and Excellence (PRIDE) Values, community principles articulated in solidarity with the “integral cultural concept” within the LGBTQ community, representing solidarity, collectivity, and identity as well as resistance to discrimination and violence.⁴²

In contrast, as mentioned above, the ERDs state that “Catholic health care institutions need to be concerned about the danger of scandal in any association with abortion providers,”⁴³ and the Conference of Catholic Bishops has said:

Gender ideology harms individuals and societies by sowing confusion and self-doubt. The state itself has a compelling interest, therefore, in maintaining policies that uphold the scientific fact of human biology and supporting the social institutions and norms that

³⁶ UCSF, *Patient Care Overview*, <https://www.ucsf.edu/patient-care> (last visited Feb. 1, 2019).

³⁷ Bixby Center for Global Reproductive Health, *Abortion*, <https://bixbycenter.ucsf.edu/abortion> (last visited Feb. 1, 2019).

³⁸ Bixby Center for Global Reproductive Health, *About Us*, <https://bixbycenter.ucsf.edu/about-us> (last visited Feb 1, 2019).

³⁹ Scott Maier, UCSF Health, *UCSF Health Named “Leader in LGBTQ Healthcare Equality” Hospital Receives Perfect Score on National LGBTQ Survey* (Mar. 30, 2017), https://www.ucsfhealth.org/news/2017/03/ucsf_health_named_leader_in_lgbtq_healthcare_equality.html (last visited Feb. 1, 2019).

⁴⁰ UCSF Center of Excellence of Transgender Health, *About Us*, <http://transhealth.ucsf.edu/trans?page=ab-00-00> (last visited Feb. 1, 2019).

⁴¹ UCSF Benioff Children’s Hospital, *Child and Adolescent Gender Center Clinic*, https://www.ucsfbenioffchildrens.org/clinics/child_and_adolescent_gender_center/ (last visited Mar. 7, 2019).

⁴² UCSF Office of Diversity and Outreach, *PRIDE Values*, <https://diversity.ucsf.edu/PRIDE-values> (last visited Feb. 1, 2019).

⁴³ ERDs, *supra* note 11, at 18 -19.

surround it. ... The movement today to enforce the false idea—that a man can be or become a woman or vice versa—is deeply troubling.⁴⁴

At the Committee meeting, Dignity Health was referred to as a partner with closer shared values to UCSF than many other health systems because of its commitment to population health and serving the community. However, marginalized patients, including women of color who are more likely to receive reproductive health care at a Catholic-affiliated facility, most need access to complete and accurate care of the highest professional standards.⁴⁵ Failure to provide access to this care will only exacerbate existing health disparities.

As threats to reproductive health care access continue to escalate at the national level, and more barriers are erected against LGTBQ individuals seeking care, UCSF must remain firmly committed to its history and bedrock principles of inclusive, unbiased care. A partnership with Dignity Health stands in direct contradiction to those values. We therefore strongly urge UCSF to reconsider its affiliation with Dignity Health. Should UCSF choose to proceed with this partnership, we will consider a variety of potential next steps, including litigation.

Please direct future communications to Phyllida Burlingame, Reproductive Justice and Gender Equity Director at the ACLU Foundation of Northern California, via pburlingame@aclunc.org. We look forward to your reply.

Sincerely,



Phyllida Burlingame
Reproductive Justice and Gender Equity Director
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Susan Berke Fogel, JD
Director of Reproductive and Sexual Health
National Health Law Program

cc: University of California Board of Regents via regentsoffice@ucop.edu and U.S. Mail
University of California Office of the President via president@ucop.edu and U.S. Mail

⁴⁴ U.S. Conference of Catholic Bishops, *supra* note 7.

⁴⁵ Kira Shepherd, Elizabeth Reiner Platt, & Katherine Franke et al., *Bearing Faith: The Limits of Catholic Health Care for Women of Color* (2017), available at <https://www.law.columbia.edu/sites/default/files/microsites/gender-sexuality/PRPCP/bearingfaith.pdf>.

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)

THIS EMERGENCY DEPARTMENT COVERAGE AGREEMENT ("Agreement") is made and entered into by and between the Dignity Health hospital(s) identified in the Key Information Terms below (each, a "Hospital"), and the physician entity identified in the Key Information Terms below ("Entity"). Entity and Hospital (each a "Party" and collectively the "Parties") agree as follows:

KEY INFORMATIONAL TERMS

A. Dignity Health Hospital(s).

Dignity Health, a California non-profit public benefit corporation, doing business as California Hospital Medical Center

B. Hospital(s) Notice Address(es).

California Hospital Medical Center
1401 South Grand Avenue
Los Angeles, California 90015

Copy to: Dignity Health Legal Department
185 Berry Street, Suite 300
San Francisco, CA 94107

C. Entity's Information.

Legal Name and Description: The Regents of the University of California, a California constitutional corporation under Article IX of the Constitution of the State of California, acting on behalf of its Los Angeles Campus, the David Geffen School of Medicine at UCLA

Specialty and Panel Name (if different): Cardiology ("Specialty").

State of Licensure: California ("State")

D. Entity's Notice Address.

To UCLA:
University Managed Care Contracting Department
10920 Wilshire Blvd, Suite 1830
Los Angeles, CA 90024-5502
Attention: Chief Contracting Officer

With a copy to: The Regents of the University of California on behalf of the David Geffen School of Medicine at UCLA, Department of Medicine, Division of Cardiology, 650 Charles Young Drive South, A2-237 CHS, Los Angeles, CA 90095.
Attention: Chief Administrative Officer

E. Term. This Agreement commences on the later of (i) February 1, 2019, or (ii) the last date on which this Agreement is executed by both Parties, as indicated under the signature lines (the "Effective Date"). This Agreement expires on the last day of the 12th full calendar month following the Effective Date (the "Expiration Date").

F. Without Cause Termination. Number of days' notice required for without cause termination: 30

G. Parts. This Agreement is comprised of the following parts:
(i) Part I Dignity Health Terms and Conditions,
(ii) Part II List of Physicians,
(iii) Part III Compensation Terms and Conditions,
(iv) Addendum Additional Terms and Conditions, incorporated herein by this reference.

H. Compensation. Hospital shall pay Entity the following compensation ("Compensation"):

(i) Payments for Covered Professional Services provided to Uninsured Patients equal to 100% of Medicare RBRVS, subject to the terms set forth in Part III.

I. Insurance Period. For Part I, Section 6.2, the "Insurance Period" begins on the Effective Date and ends 3 years after the Expiration Date, or earlier termination of this Agreement.

J. Trauma Center Coverage. This Agreement includes Trauma Center coverage:

Yes (See Addendum.)
 No

IN WITNESS WHEREOF, Hospital and Entity execute this Agreement as of the dates below.

HOSPITAL

Printed Name/Title: John G. Glazier, SCP

Date: 1/15/2019

ENTITY

Printed Name/Title: Eve M. Glazier, M.D., M.B.A., President, UCLA Faculty Practice Group

Date: 1/15/2019

Part I

**EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
DIGNITY HEALTH TERMS AND CONDITIONS**

1. RECITALS

1.1 Hospital is a general acute care hospital that operates an emergency department (the "ED").

1.2 Hospital desires to engage a panel of physicians (each, a "*Panel Member*"), including one or more physicians designated by Entity from time to time in accordance with this Agreement (each, a "*Physician*" and, collectively, the "*Physicians*"), to provide professional consultation and treatment of patients in need of emergency Specialty medical care who present to the ED or who are inpatients of Hospital ("*Patients*"), without regard to the Patient's insurance status or ability to pay.

2. ENTITY'S OBLIGATIONS

2.1 **Services.** Entity shall cause Physicians to comply with all provisions of this Agreement and to be available on an on-call basis (the "*Services*") to provide Specialty medical care to Patients as set forth herein. Entity has initially engaged the Physicians listed in Part II and Hospital hereby approves such Physicians. Entity may from time to time engage additional Physicians who meet all requirements of this Agreement to furnish Services by delivering to Hospital and Hospital accepting written notice of each additional Physician's name and NPI number. Entity shall immediately remove any Physician from providing Services who fails to meet the requirements of Section 2.3 or 2.4 or upon written request to do so by Hospital. Entity shall provide prompt written notice to Hospital if any Physician ceases to provide Services for any reason.

2.2 **Availability.** Physicians shall provide the Services on a fair and equitable basis along with other Panel Members in a manner sufficient to cover the Hospital 24 hours per day, seven days per week, including all holidays, in accordance with the schedule developed by Hospital. Entity shall, on a periodic basis according to a schedule developed by Hospital, prospectively inform Hospital of each Physician's availability to provide Services during the specified period (e.g., monthly, quarterly, etc.). Each Physician shall make reasonable efforts to adjust his/her schedule if requested by Hospital in order to meet Hospital's need for Services. If a Physician is unable to perform Services as scheduled for any reason, Entity shall make arrangements with another Panel Member to provide Services on behalf of such Physician and inform Hospital of such arrangements as soon as reasonably

practicable.

2.3 **Excluded Provider Status.** Entity represents and warrants that Entity and Physicians are not and at no time have been excluded from participating in Medicare, Medicaid, or any other federal healthcare program, as defined at 42 U.S.C. Section 1320a-7b(f) (each, a "*Federal Healthcare Program*"). Entity shall immediately notify Hospital of any threatened or actual exclusion of Entity or any Physician from any Federal Healthcare Program. In the event that Entity is excluded from participating in any Federal Healthcare Program, this Agreement shall automatically terminate as of the date of such exclusion. Entity shall indemnify and hold harmless Hospital for, from and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by Hospital arising directly or indirectly, out of any violation of this Section by Entity, or due to the exclusion of Entity or any Physician from any Federal Healthcare Program.

2.4 **Professional Standards.** With regard to each Physician, Entity represents and warrants that: (a) Physician's license to practice medicine in any state has never been suspended, revoked, or restricted; and (b) Physician's medical staff membership or clinical privileges at any healthcare facility have never been suspended, limited, revoked, or denied for a medical disciplinary cause or reason. Entity shall ensure that each Physician shall at all times: (c) maintain an unrestricted license to practice medicine in the State free of any medical board accusation, probation, or disciplinary action; (d) be a member of Hospital's medical staff (the "*Medical Staff*") with clinical privileges necessary to perform Specialty services; (e) not be the subject of any Medical Staff investigation, disciplinary action, or peer review proceeding; (f) maintain a valid and unrestricted DEA registration; and (g) be a participating provider in Medicare, Medicaid, and any other Federal Healthcare Programs requested by Hospital.

2.5 **Laws and Standards.** Entity and each Physician shall comply with the following, as amended from time to time, to the extent applicable to the provision of Services under this Agreement: (a) the Statement of Common Values, as adopted by Dignity Health and, if Hospital is a Catholic-sponsored facility, the Ethical and Religious Directives for Catholic Health Facilities, as adopted by the United States Conference of Catholic Bishops; (b) Hospital's corporate integrity program and any Dignity Health Corporate Integrity

Agreement(s); (c) Dignity Health's Standards of Conduct; (d) all applicable federal, state, and local laws and regulations, including the Emergency Medical Treatment and Active Labor Act and rules and regulations thereunder and any similar State laws (collectively, "Laws"); and (e) the bylaws, rules, regulations, policies, procedures, and protocols of the Medical Staff ("Medical Staff Rules") and Hospital ("Hospital Rules").

2.6 Medicare Records. To the extent required by Laws, Entity shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other authorized agency, this Agreement and Entity's books, documents, and records ("Entity's Records"). Entity shall preserve and make available Entity's Records for a period of four years after the end of the term of this Agreement. If Entity is requested to disclose Entity's Records pursuant to this Section, Entity shall notify Hospital of the nature and scope of such request, and Entity shall make available to Hospital all such Entity's Records.

2.7 Use of Hospital Premises. Entity and Physicians shall not use any part of Hospital premises as an office for the private practice of medicine.

2.8 Disclosure of Interests. Upon request, Entity shall disclose to Hospital any ownership, investment, or compensation arrangement of Entity, any Physician, or any physician employed or contracted by Entity, or any such physician's immediate family members, in or with Hospital or any affiliate of Hospital.

3. COMPENSATION

3.1 Monthly Reports. Entity shall submit to Hospital, on or before the 15th day of each calendar month, a monthly report in a form reasonably acceptable to Hospital that accurately documents Services provided by Entity in the immediately preceding calendar month (the "Monthly Report").

3.2 Payment. Hospital shall, within 30 days after receiving a Monthly Report, pay to Entity the Compensation for Services performed by Entity in such month; provided, however, that if Hospital does not receive a Monthly Report within 60 days after the end of the month during which Services were performed, Hospital shall not be obligated to pay Entity or any Physician for such Services. No Compensation shall be paid for any day on which a Physician is scheduled to provide Services but does not respond when called.

3.3 Reasonable Expenses; Program Attendance. Hospital shall reimburse Entity or pay for: (a) reasonable and necessary business expenses incurred in connection with the performance of the Services; and (b) reasonable costs for Physicians to attend certain programs for the benefit of Hospital or Dignity Health, including tuition, travel, and room and board. The foregoing expenses shall be reimbursed or paid for by Hospital only if: (i) Hospital approves the expenses in writing, in advance; (ii) the expenses relate directly to Entity's performance of Services or, in the case of program attendance, Hospital has requested that Physicians attend the program; (iii) the expenses meet the requirements for reimbursement under the Hospital Rules; and (iv) Entity submits receipts to Hospital within 60 days of incurring the expenses.

3.4 Billing and Collections. Except as otherwise expressly stated in this Agreement, Entity shall be responsible for billing and collecting for all professional services provided by Entity. Entity shall accept assignment with respect to services provided to Federal Healthcare Program beneficiaries, where applicable. Entity shall comply, and shall ensure that any collection agency engaged by Entity complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, et seq.) and similar State laws.

4. TERMINATION AND SUSPENSION

4.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

4.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within 10 days after written notice of such breach is given by the non-breaching Party.

4.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. The following Sections of this Part I shall survive expiration or termination of the Agreement: 2.6 (Medicare Records), 5.2 (Confidential Information), 6 (Insurance and Indemnification), 7.3 (Dispute Resolution), and 7.9 (Notices). Expiration or termination of this Agreement shall not give rise to any "fair hearing" or other similar rights or procedures under the Medical Staff Bylaws.

4.4 Suspension of Obligations. In the event that Entity fails to maintain full compliance with the representations, warranties, and requirements set forth in Section 2.4, each Party's obligations under this Agreement, except those obligations that survive expiration or termination under Section 4.3, shall be suspended immediately upon written notice by Hospital and shall remain suspended until such time as Entity documents to Hospital's reasonable satisfaction that Entity has reestablished full compliance with all such representations, warranties, and requirements. Suspension shall not alter the Expiration Date or limit either Party's right to terminate this Agreement as set forth herein.

5. PROTECTED INFORMATION

5.1 HIPAA. Entity acknowledges that it is a separate "*Covered Entity*" as defined under the Health Insurance Portability and Accountability Act of 1996 and all rules and regulations promulgated thereunder (collectively, "*HIPAA*"). Entity shall implement all necessary policies, procedures, and training to comply with HIPAA and other Laws applicable to the use, maintenance, and disclosure of patient-related information. Each Physician shall participate in an Organized Healthcare Arrangement ("*OHCA*"), as defined under HIPAA, and comply with OHCA-related Hospital Rules. Entity shall notify the Dignity Health Privacy Office within 24 hours of any Privacy Breach by fax to (415) 591-6279 or email to privacy.office@dignityhealth.org. "*Privacy Breach*" means the unlawful or unauthorized access to, viewing, acquisition, use, or disclosure of any Hospital patient's protected health information, as defined by HIPAA ("*PHI*").

5.2 Confidential Information. Entity and Physicians shall not use or disclose any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement without the prior written consent of Hospital. Entity and Physicians shall protect Confidential Information from unauthorized use, access, or disclosure with no less than reasonable care. "*Confidential Information*" means any proprietary or confidential information of Hospital or any Hospital affiliate, and any information, records, and proceedings of Hospital and/or Medical Staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's possession.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance Requirements. Entity shall maintain Continuous Coverage (as defined below) under a professional liability insurance policy that names

[208709].1052772

PCSC Approved Template

Entity and each Physician as the named insured, and is issued by an insurance company authorized to do business in the State with a Best's Rating of A VIII or higher. The policy shall have minimum separate coverage limits consistent with the requirements of the Medical Staff Rules, but in no event less than \$1,000,000 per claim and \$3,000,000 annual aggregate separately for Entity and each Physician.

6.2 Continuous Coverage. "*Continuous Coverage*" means the maintenance of required insurance throughout the Insurance Period, as defined in the Key Informational Terms above. If any insurance policy required by this Section is terminated, not renewed, or reduced below the minimum coverage requirements set forth above prior to the end of the Insurance Period, Entity shall: (a) provide immediate notice to Hospital; (b) obtain a replacement insurance policy meeting the requirements of this Section; and (c) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage) as necessary to meet the requirements of this Section. "Tail" coverage must provide for an extended discovery/reporting period at least through the end of the Insurance Period, and "nose" coverage must provide for a retroactive discovery/reporting period at least as of the Effective Date. Entity shall provide Hospital with certificates of insurance prior to the Effective Date, on each annual renewal of the insurance policies during the Insurance Period, and as requested by Hospital.

6.3 Mutual Indemnification. Each Party shall indemnify and hold the other Party harmless for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by the indemnified Party and arising out of or resulting from the negligent or willful acts or omissions or breach of this Agreement by the indemnifying Party or the indemnifying Party's employees or agents.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment. Entity may not assign any of its rights or obligations under this Agreement without Hospital's prior written consent.

7.2 Counterparts, Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

7.3 Dispute Resolution. In the event of any dispute

or claim arising out of or related to this Agreement (each, a "Dispute") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the county in which Hospital is located by JAMS in accordance with its commercial arbitration rules. The Parties waive the right to seek specific performance or any other form of injunctive or other equitable relief or remedy arising out of this Agreement, except that such remedies may be utilized for purposes of enforcing this Section 7.3 and Sections 2.6 (Medicare Records) and 5.2 (Confidential Information) of this Part I. Except as expressly provided herein, upon any determination by a court or arbitrator that a Party has breached or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete remedy, to the exclusion of any specific performance or injunctive or other equitable relief or remedy.

7.4 Entire Agreement, Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

7.5 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

7.6 Master List. This Agreement, together with any other contracts between Hospital and Entity, will be included on the master list of physician contracts maintained by Dignity Health.

7.7 No Conflicting Obligations. Entity represents and warrants that it is not a party to any arrangement that may materially interfere with Entity's obligations under this Agreement and Entity shall immediately notify Hospital if it becomes involved in any such arrangement. Neither Entity nor any Physician shall provide expert

testimony or evaluation on behalf of a plaintiff in connection with any claim where Hospital or an affiliate of Hospital is named, or expected to be named, as a defendant, unless Entity or a Physician served as a treating physician.

7.8 Non-Discrimination. Entity and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and regulations issued pursuant thereto. Neither Entity nor Hospital shall differentiate or discriminate in the provision of services on any basis prohibited by Laws or Hospital Rules.

7.9 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Information Terms above.

7.10 Referrals. Nothing in this Agreement or in any other written or oral agreement between Hospital and Entity contemplates or requires the admission or referral of any patients or business to Hospital or any affiliate of Hospital. Neither Entity nor any Physician shall refer any Patient to any provider of healthcare services that Entity or Physician knows or should know is excluded or suspended from participation in any Federal Healthcare Program.

7.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

7.12 Title 22 Compliance. For Hospitals located in California only: Without limiting the obligations of Physician, Hospital shall retain administrative responsibility for operation of the ED, as required by Title 22, California Code of Regulations, Section 70713.

Part II

**EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
PHYSICIANS**

Physician's Name	Physician's NPI Number
[REDACTED]	[REDACTED]

Part III

**EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
COMPENSATION TERMS AND CONDITIONS**

1 Compensation for Covered Professional Services for Uninsured Patients.

1.1 **Entity Billing Efforts.** Entity shall, for a period of ninety (90) days after the date Covered Professional Services (as defined below) are rendered by Entity, use good faith efforts to bill and collect payment for such Covered Professional Services in accordance with Part I, Section 3.4 of this Agreement.

1.2 **Submission of Claim to Hospital.** In the event Entity is unable to collect any amount from any Uninsured Patient within ninety (90) days after the date Covered Professional Services are rendered by Entity, Entity may submit a claim for payment to Hospital in accordance with this Part III. Entity shall cease all billing and collection activities with respect to such Covered Professional Services, and shall not submit any additional bills or claims to such Uninsured Patient or otherwise seek to collect any fees, compensation or other amounts from such Uninsured Patient or any other person or entity other than Hospital.

1.3 **Hospital Payment for Covered Professional Services.** Hospital shall, within 30 days after submission of a Complete Claim by Entity to Hospital, pay Entity for Covered Professional Services rendered by Entity to such Uninsured Patient at a rate equal to that set forth in Section H of the Key Informational Terms of this Agreement; provided, however, that Hospital shall have no obligation to pay Entity for any Covered Professional Services for which Entity has not submitted a Complete Claim within 180 days after the date such Covered Professional Services were rendered by Entity.

1.4 **Remission of Amounts Collected for Covered Professional Services.** In the event Entity or any Physician receives any payment amount from or on behalf of an Uninsured Patient with respect to Covered Professional Services for which Entity has also received payment from Hospital pursuant to Section 1.3 above, Entity shall return to Hospital the full amount previously paid by Hospital within 10 business days of receipt of such other payment amount made by or on behalf of the Uninsured Patient.

1.5 Definitions. For purposes of this Agreement:

1.5.1 "***Complete Claim***" shall mean, with respect to each Uninsured Patient, a fully complete and accurate CMS 1500 claim form for the Covered Professional Services rendered by Entity to such Uninsured Patient, together with such evidence of the Entity's good faith billing and collection efforts with respect to such Uninsured Patient as may be reasonably requested by Hospital from time to time and/or as may be set forth in the Hospital Rules.

1.5.2 "***Covered Professional Services***" shall mean medically necessary professional medical services rendered by a Physician to Uninsured Patients (i) on an emergency basis in the ED; (ii) on a continuing basis during the time the Uninsured Patient is a Hospital inpatient, provided that such continuing treatment is directly related to the admitting diagnosis; or (iii) on an emergency basis during the time the Uninsured Patient is a Hospital inpatient, regardless of whether such emergency treatment is related to the admitting diagnosis.

1.5.3 "***Uninsured Patient***" shall mean any Patient who is not enrolled in any HMO, PPO, POS, or other third-party payor plan or program, or Medicare, Medicaid, or any other government funded healthcare benefit plan or program and who qualifies for payment assistance under Hospital's Patient Payment Assistance Policy.

**EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
ADDENDUM**

The Parties hereby incorporate the following provisions into the Agreement. In the event of a conflict between any provision of the Agreement and this Addendum, this Addendum shall control.

- A-1. Physicians shall not simultaneously be on-call to any other hospital or healthcare facility while scheduled to provide the Services for Hospital, except as otherwise approved by Hospital in writing.
- A-2. Hospital is designated as a Level II Trauma Center.
- A-3. "Patients," as defined in Part I, Section 1.2 include patients who present at the ED and require Specialty services beyond the services that can be provided by emergency medicine specialists and who are identified as requiring trauma services in accordance with applicable Emergency Medical Services Agency policies ("Trauma Patients").
- A-4. In addition to fulfilling all Terms and Conditions set forth in Part I of the Agreement, when scheduled to provide Services to Trauma Patients, Entity shall cause each Physician to:
 - a. Comply with all Hospital Rules and Medical Staff Rules applicable to Trauma Patients, and comply with all local Emergency Medical Services Agency trauma rules.
- A-5. Entity shall cause each Physician to be on-call to Hospital's cardiac catheterization laboratories and cardiovascular surgical operating rooms (collectively, the "Cath Labs") at all times when scheduled to be on-call to the ED and Trauma Center.
- A-6. Section 3.2 (Payment) of Part I shall be amended to read as follows: "Payment. Hospital shall, within 30 days after receiving a Monthly Report, pay to Entity the Compensation for Services performed by Physician in such month."
- A-7. Section 3.3 (Reasonable Expenses: Program Attendance) of Part I shall be amended to read as follows: "Reasonable Expenses: Program Attendance. Hospital shall reimburse Entity or pay for: (a) reasonable and necessary business expenses incurred in connection with the performance of the Services; and (b) reasonable costs for Physician to attend certain programs for the benefit of Hospital or Dignity Health, including tuition, travel, and room and board. The foregoing expenses shall be reimbursed or paid for by Hospital only if: (i) Hospital approves the expenses in writing, in advance; and (ii) the expenses relate directly to Physician's performance of Services or, in the case of program attendance, Hospital has requested that Physician attend the program."
- A-8. Section 6.1 (Insurance Requirements) of Part I shall be amended to read as follows: "Insurance Requirements. Entity, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:
 1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Entity shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
 2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
 3. Workers' Compensation Self-Insurance Program as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the Entity's General Liability coverage.
 5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of Entity.Entity, upon the execution of this Agreement, shall furnish Hospital with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Hospital of any modification, change or cancellation of any of the above self-



insurance coverages.

Hospital, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three(3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Entity shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the Hospital's General Liability coverage.
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of Hospital.

Hospital, upon the execution of this Agreement, shall furnish Entity with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Entity of any modification, change or cancellation of any of the above self-insurance coverages."

A-9. Section 6.3 (Mutual Indemnification) of Part I shall be amended to read as follows:

"Indemnity.

- A. Hospital shall defend, indemnify and hold Entity, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.
- B. Entity shall defend, indemnify and hold Hospital, its officers, officials, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Entity, its officers, employees, or agents."

A-10. Section 2.5 (Laws and Standards) of Part I shall be amended to read as follows: "Compliance with Laws and Standards. Entity shall ensure that Entity and each Physician shall comply with the following, as amended from time to time, to the extent applicable to the provision of Services under this Agreement: (a) Hospital's corporate integrity program and any Dignity Health Corporate Integrity Agreement(s); (b) Dignity Health's Standards of Conduct; and (c) all applicable federal, state, and local laws and regulations (collectively, "Laws"). Without limiting the foregoing, (a) the Services shall not include, and Entity shall not perform and shall cause each Physician not to perform or to cause any other person to perform in the process of providing Services at Hospital, those procedures listed on Exhibit 2.5(a) attached hereto, or such other procedures as Dignity Health may identify to Entity from time to time in writing; and (b) in the process of providing Services at Hospital, Entity shall not impede, impair or interfere with, and shall cause each Physician not to impede, impair or interfere with or cause any other person to impede, impair or interfere with, those processes and practices listed on Exhibit 2.5(b) attached hereto, or such other similar processes and practices as Dignity Health may identify to Entity from time to time in writing. Entity shall, or shall direct or cause an Physician to, consult with Hospital with respect to any questions about or interpretations of the procedures, processes and practices listed in Exhibit 2.5 (a) and Exhibit 2.5(b), or the

application of any such procedures, processes and practices to any circumstance or service performed at Hospital pursuant to this Agreement.”

A-11. Ethical Principles. The Parties shall perform their respective obligations under this Agreement in a manner that shall permit each Party to uphold its values and mission, including, without limitation: (a) Entity’s obligations as a public trust under law and policy to remain independent of sectarian influence in the administration of its affairs; (b) Dignity Health’s commitment, and the commitment of Dignity Health’s non-Catholic, community hospitals, to continue to operate under the Dignity Health Statement of Common Values (or any successor thereto), and (c) the commitment of Dignity Health and its Catholic hospitals to continue to operate under the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, as amended from time to time.

A-12. Pursuant to a “Ministry Alignment Agreement,” dated December 6, 2017, as amended through the date hereof (“MAA”), Dignity Health, a California nonprofit public benefit corporation (“Dignity Health”), and Catholic Health Initiatives will combine their respective health ministries into a single national nonprofit health system. Effective as of the Effective Date of the MAA (which is expected to be January 1, 2019), this Agreement shall be automatically assigned by Dignity Health on behalf of the Dignity Health hospital(s) identified in the Key Informational Terms to Dignity Community Care, a Colorado nonprofit corporation (“Dignity Care”), and Dignity Care shall assume all rights and obligations of Dignity Health under the Agreement. All of the terms of this Agreement shall remain unchanged, provided that any reference in the Agreement to “Dignity Health” shall mean “Dignity Community Care,” and the assignment shall be effective without any notice or consent.

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)

Exhibit 2.5(a) – Prohibited Procedures

Entity shall not perform and shall cause each Physician not to perform the following procedures in connection with the provision of Services at Hospital:

1. Direct abortion (even in the case of extrauterine pregnancy);
2. Heterologous fertilization;
3. Homologous artificial fertilization;
4. Participation in contracts or arrangements of surrogate motherhood;
5. Physician-assisted suicide or aid-in-dying;
6. Promotion of contraceptive practices;
7. Direct sterilization of any individual, whether temporary or permanent, unless approved in advance and in writing by Dignity Health and/or Hospital, consistent with Hospital policy;
8. Treatments for a sexual assault victim that have as their purpose or direct effect the removal, destruction or interference with implantation of a fertilized ovum (although prevention of ovulation, sperm capacitation or fertilization is permitted in the absence of evidence that conception has occurred); and
9. Use of human tissue obtained by direction abortions (including for research and/or therapeutic purposes).

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)

Exhibit 2.5(b) – Non-Interference of Processes/Practices

Entity shall not impede, impair or interfere with, and shall cause each Physician not to impede, impair or interfere with the following processes and practices in connection with the provision of Services at Hospital:

1. The provision of pastoral care to patients at Hospital;
2. The use of a discernment process for significant, values-based decisions within Hospital;
3. Assessment of a patient's advance directive to determine whether it instructs Hospital or other providers to perform Prohibited Procedures or otherwise refrain from compliance with Hospital policy;
4. Taking into account the well-being of the whole person in making decisions about any therapeutic intervention or use of technology; and
5. Providing all patients with food and water, even for patients in a persistent vegetative state who can reasonably be expected to live indefinitely with such care, unless such interventions would cause significant physical discomfort.

EDUCATIONAL TRAINING AGREEMENT

THIS EDUCATIONAL TRAINING AGREEMENT ("Agreement") is made and entered into by and between the Dignity Health affiliated entity(ies) identified in the Key Informational Terms below (each, a "*Training Site*"), and the educational institution identified in the Key Informational Terms below ("*School*"). Training Site and School (each a "*Party*" and collectively the "*Parties*") agree as follows:

KEY INFORMATIONAL TERMS

A. Dignity Health Training Site(s).

Dignity Health, a California nonprofit public benefit corporation, on behalf of certain of its facilities as listed on Attachment A, attached hereto and incorporated herein by this reference

State in which Training Site is located: California ("State")

B. Training Site Notice Address.

Dignity Health
185 Berry Street, Suite 300
San Francisco, CA 94107

Copy to: Dignity Health Legal Department
185 Berry Street, Suite 300
San Francisco, CA 94107

C. School's Name and Description.

The Regents of the University of California, a California corporation on behalf of its School of Nursing at the University of California, Los Angeles,

D. School's Notice Address.

The Regents of the University of California
700 Tiverton Avenue, Factor Building
P.O. Box 951702
Los Angeles, CA 90095-1702

E. Term. This Agreement commences on September 1, 2017 (the "*Effective Date*") and expires on August 31, 2019 (the "*Expiration Date*").

F. Without Cause Termination. Number of days' notice required for without cause termination: 30

G. Parts. This Agreement is comprised of the following parts:

- (i) Part I Dignity Health Terms and Conditions.
- (ii) Part II Background Checks and Health Screening Process.
- (iii) Part III Sample Letter of Attestation.
- (iv) Part IV Confidentiality Statement
- (v) Part V Student Declaration of Responsibilities
- (vi) Part VI Student-Employee Unpaid Educational Training Agreement

IN WITNESS WHEREOF, Training Site and School have caused this Agreement to be executed as of the dates below, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement.

TRAINING SITE

Printed Name: John Petersdorf

Title: SVP, operational effectiveness

Date: 10/30/2017

SCHOOL

Printed Name: Jinda Sarna, PhD, RN, FAAN

Title: UCLA School of Nursing Dean

Date: 10-30-2017

Part I

EDUCATIONAL TRAINING AGREEMENT DIGNITY HEALTH TERMS AND CONDITIONS

I. GENERAL INFORMATION

1.1 **Program Covered under this Agreement.** School provides and conducts various educational and/or academic programs ("Program(s)") for its students (at times referred to herein individually as a "Student" or, collectively, as "Students"), and such Program(s) require clinical and/or non-clinical experience so that the Student(s) can fulfill an academic requirement (collectively, the "Field Experience").

1.2 **Program under Jurisdiction of School.** Any Program that is covered under this Agreement is an education Program of the School and not of the Training Site. Accordingly, any Student participating in the Program shall at all times be under the exclusive jurisdiction of the School as set forth herein. Notwithstanding the foregoing, the time, place and subject matter of all educational activities hereunder, including any plans for such activities, shall be subject to the approval of the Training Site. School shall assure that each Student does nothing detrimental to the Training Site patients, and that each Student observes and complies with the rules and regulations of the Training Site as more specifically set forth herein.

1.3 **Primary Contacts.** Each Party shall designate a primary contact and an alternate (collectively "Primary Contact") respectively, who shall coordinate with each other in the planning, development, implementation and coordination of the Program(s) to be provided to the Students. There will be ongoing communications and periodic evaluation between the Parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

1.4 **Application of Agreement to Program(s).** The School's Primary Contact shall determine in advance with the Training Site's Primary Contact from time to time during the term of this Agreement as to which Program(s) provided by the School are included under this Agreement. Such information shall be separately documented by both the School and the Training Site.

1.5 **Preliminary Information.** Once it is determined among the Parties as to which Program shall be conducted at Training Site, the School and the Training Site shall agree before the beginning of that particular Field Experience upon the following: the location(s) and/or the clinical care unit(s) where the training will occur; the number and identity of the Student(s) participating in the training for the particular Program; and the period of time for each Student's training, including without limitation date of arrival and date of completion. Such information shall be separately documented by both the School and the Training Site.

1.6 **Supervision.** School shall maintain responsibility for Student activities and conduct while at Training Site, and shall maintain supervision over the Program(s) (including all grading); however, Training Site shall provide appropriate Field Experience.

1.7 **Cooperation and Coordination with Training Site.**

(a) In order to assure the effectiveness of each Program, School and Training Site will work together in planning and implementing the Program, and in this connection shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions and establish such matters as the time and place of education and the number of Students to participate in the Program at any one time.

(b) School and Training Site shall also consult with each other with respect to a Student evaluation process pertaining to the Field Experience.

(c) School and Training Site shall in addition cooperate to ensure a positive learning environment for all Students, monitor the learning environment and engage each other in addressing negative influences when detected. Further, School and Training Site shall cooperate so that each Student assumes progressively an increase in Field Experience according to that Student's level of education, ability and experience, with School determining the appropriate level of Field Experience.

(d) Notwithstanding the foregoing, each Party shall be responsible for specific elements of the Program as set forth herein.

1.8 **Instructors/Clinical Preceptors.**

(a) If applicable, School is responsible for obtaining instructor(s) and/or preceptor(s) authorized by the Training Site to supervise all instruction and Student activities for the Program at Training Site, except for any particular

course(s) that use clinical preceptors (instructors and preceptors obtained by School shall be at times referred to herein individually as an "**Instructor**" or, collectively, as "**Instructors**"). In the case of any Student undertaking an education and/or academic program to become a physician assistant, nurse practitioner, nurse midwife, certified registered nurse anesthetist or other mid-level licensed independent practitioner in training (collectively "**Mid-Level Student**") : (i) said Instructor shall be a member of the Medical Staff of the Training Site; (ii) said Instructor shall not serve as a preceptor for more than one (1) Mid-Level Student at any given time; and (iii) School shall submit to Training Site verification of the School's agreement with said Instructor and of the Instructor's agreement to comply with all applicable statutes and regulations governing preceptors.

(b) With respect to Mid-Level Students, School shall require each Mid-Level Student to comply, with the Training Site Rules and the Medical Staff Rules (as defined in Section 4.1 below), as well as the standards of The Joint Commission, as applicable. In addition, School shall advise the Mid-Level Student that the Mid-Level Student has no rights pursuant to the Medical Staff Rules, including, but not limited to, any hearing rights.

(c) Training Site shall provide qualified personnel to supervise any particular course(s) requiring clinical preceptor(s). Each clinical preceptor shall assume responsibility for care provided to patient(s) while the Student participates in the Field Experience, and shall ensure that all appropriate patient consents are obtained; except that in the case of Mid-Level Students, the Instructor shall remain responsible for patient care and shall ensure that all appropriate patient consents are obtained.

(d) If this Agreement is intended to facilitate School assigning or placing nursing or Mid-Level Students at Training Site, School shall ensure that the Instructor is at all times present at the Training Site any time its Students are present in accordance with the terms of this Agreement, including both "prep time" and "clinical time." At no time will School direct its nursing or Mid-Level Students into Training Site unaccompanied or unsupervised without the Training Site's consent.

II. SCHOOL'S RESPONSIBILITIES

2.1 Accreditation. School shall maintain accreditation(s) appropriate for its location and the program(s) it offers, including without limitation:

(a) Regional or National Institutional accreditation by a U.S. accrediting body recognized by the United States Department of Education and authorized to grant institutional accreditation.

(b) Programmatic accreditation, when such exists, by a U.S. accrediting body appropriate to the profession and/or health care specialty for each Program.

(i) If requested by Training Site, School shall deliver each year to the Training Site Primary Contact an electronic copy of School's annual report as filed with its programmatic accreditor, and shall do so no later than forty-five (45) days after School's due date for filing said annual report.

(ii) School shall further deliver to the Training Site Primary Contact electronic copies of any written communication by and between School and its programmatic accreditor that pertains to changes in approval status, citations, sanctions, directives to suspend, limit or cease future enrollments, directives to improve or the assignment of progress reports within forty-five (45) days of School's sending or receipt of same.

(c) Appropriate State licensing and credentials of its entities and employees, as applicable, and shall, upon Training Site's request, furnish additional evidence of such accreditation, licensing and/or credentials.

2.2 Student/Instructor Contact Information. School shall complete and send to the Training Site Primary Contact a profile for each Student enrolled in the Program(s) (and, if applicable, each Instructor employed by the School), which shall include the Student's/Instructor's name, address and telephone number prior to the beginning of the planned Field Experience. Training Site shall regard this information as confidential. Training Site also reserves the right to develop, implement and require an online registration system, which School and/or Student(s) may use to enter the above and additional information including without limitation email address, job experience, credentials and attestation. School may incur a charge, payable to Training Site or the online registration vendor, for Student and/or Instructor access to the online registration system.

2.3 Schedule of Assignments. School shall notify the Training Site Primary Contact of its requested schedule of Student assignments and/or any changes in Student assignments, including the name of the Student, level of academic preparation, date of arrival, and length and dates of the Field Experience not less than thirty (30) days prior to the planned Field Experience. This schedule shall be subject to Training Site's approval, which approval shall not be unreasonably withheld.

2.4 Approval and Qualification. Only Students who have satisfactorily completed the pre-Field Experience didactic portion of the Program, which is prerequisite to the Field Experience, shall participate in the Field Experience. The number of Students to participate in the Field Experience at any one time is subject to Training Site's prior written approval.

2.5 Planning and Educational Objectives. School shall plan the educational Program, and shall provide to the Training Site Primary Contact a copy of the Program and/or unit-specific learning and/or performance objectives and skills checklist as appropriate for the training, plus a copy of the appropriate clinical program handbook. School shall also provide assurance that the Student assigned is academically prepared to meet such objectives.

2.6 Records. School shall maintain all attendance and academic records and reports of the Student(s) participating in the Program(s), and, if applicable, personnel records for its Instructor(s), in accordance with all legal requirements, for a period of not less than five (5) years.

2.7 Rules and Regulations. School shall require each Student to comply with the Training Site's policies and procedures, rules and regulations, including without limitation preservation of confidentiality with respect to all patient related information accessed and/or acquired in the course of the Field Experience.

2.8 Health Policy. School shall provide to Training Site Primary Contact, no less than thirty (30) days prior to a Student's/Instructor's arrival at the Training Site, proof that such Student/Instructor meets the health screening requirements set forth in Section D of Part II. School shall notify Training Site prior to a Student's/Instructor's arrival at the Training Site if the Student/Instructor does not meet the health screening requirements and/or is a known carrier of an infectious or communicable disease in accordance with applicable law. If such information reasonably suggests that patients of the Training Site may be placed at risk by the presence of a particular Student/Instructor, Training Site reserves the right to refuse to allow such Student/Instructor to participate in Field Experience at the Training Site. Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

2.9 Bloodborne Pathogen Training. School shall assure that each Student assigned to Training Site, prior to any observation period or participation in any Field Experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Training Site upon request.

2.10 Student/Instructor Responsibilities. School shall notify each Student and Instructor that he/she is responsible for:

- (a) Following the policies, procedures, rules and regulations of the Training Site as applicable, including the Training Site's dress code.
- (b) Arranging for his/her own support, maintenance, transportation and living arrangements.
- (c) Arranging for and assuming the cost of his/her individual health insurance.
- (d) Assuming responsibility for care for his/her personal illness, all necessary immunizations, tuberculin test and initial drug screening as required by Training Site.
- (e) Maintaining confidentiality of patient information, as more fully set forth in Article IX below.
- (f) Wearing photo ID name badges identifying him/herself as a Student/Instructor of the School.

(g) Attending and completing orientation at the Training Site, or other designated location and/or means, prior to Student/Instructor's assignment at Training Site. In addition, Students/Instructors, at School or Student's expense, must complete and submit proof to Training Site of training on: environment of care, national patient safety goals, and patient privacy, as required by Training Site.

(h) Notifying Training Site management immediately of any perceived or suspected violation of federal or State laws at Training Site.

(i) Signing the Confidentiality Statement attached hereto as Part IV and, in the case of Students, the Student Declaration of Responsibilities attached hereto as Part V.

2.11 Background Checks.

(a) For each Student eighteen years (18) years of age or older, and for each Instructor, Training Site requires School to provide proof of a lawful background check for each Student and Instructor before the planned Field Experience. The background check shall meet, and shall be conducted in accordance with, the requirements set forth in Part

II. The results of the background check shall be scored based on the Dignity Health Background Screening Scoring Guidelines (the “*Guidelines*”), as the same are set forth in Part II. School shall notify Training Site prior to a Student’s/Instructor’s arrival at the Training Site in the event that, based on the Guidelines, such Student/Instructor scores other than a “Pass” on the background check. If any information obtained through the background check may indicate that patients of Training Site may be placed at risk by the presence of a particular Student and/or Instructor, Training Site reserves the right to refuse to allow such Student and/or Instructor to participate in the Program(s) at Training Site. Training Site is not financially responsible for the background check.

(b) For each Student less than eighteen (18) years of age, School represents and warrants that, prior to Student’s participation in the Field Experience, School has obtained, and shall maintain in Student’s file, a recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor). These Student files shall be available for Training Site to audit at any time.

2.12 Required Documentation.

(a) School shall assure that each Student maintains medical insurance, and that each Student has complied with such other requirements upon request of Training Site, and has submitted documentation of such compliance. Such documentation shall include without limitation that each Student has signed the Confidentiality Statement attached hereto as Part IV and the Student Declaration of Responsibilities attached hereto as Part V outlining his/her responsibilities prior to the commencement of Student’s Field Experience at the Training Site (NOTE: should Student also be an existing employee of Training Site and the Student performs the Field Experience at the same time as performing work for Training Site, Student shall not be required to sign Part V; instead, such Student shall sign Part VI, and such Student’s relationship with Training Site shall be governed by Student’s employment relationship with Training Site).

(b) School shall provide to the Training Site Primary Contact, no less than thirty (30) days prior to a Student’s/Instructor’s arrival at the Training Site, a letter in the form attached as Part III, or in another form as requested by Training Site, attesting that the Student/Instructor has successfully completed the background check, drug screen, health screening, and orientation requirements as outlined in this Agreement.

(c) NOTE: notwithstanding anything in this Agreement to the contrary, in the case of Instructors for Mid-Level Students, the Instructor shall not be required to sign Part III, School shall not have the obligations set forth in Section 2.8 (Health Policy) or Section 2.11 (Background Checks) with respect to such Instructor, and the School shall not be required to submit to Training Site a letter of attestation for such Instructor; rather such Instructor’s relationship with Training Site shall be governed in all respects by the Instructor’s status as a member of the Medical Staff of Training Site.

III. TRAINING SITE’S RESPONSIBILITIES

3.1 Access to Training Site. Training Site shall permit only authorized Instructors and only the mutually agreed upon Students enrolled in the Program(s) access to the Training Site as appropriate and necessary for the Program(s), including classroom and conference room space when available, provided that the Instructor(s) or Student(s) shall not interfere with the Training Site’s regular activities.

3.2 Education Opportunities. Training Site shall provide opportunities to each Student to enable him/her to acquire clinical and/or non-clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Training Site permit. Training Site shall also permit designated Training Site personnel to participate with the Instructors in the training of the Students at Training Site, provided such participation does not interfere with the service commitments of Training Site personnel.

3.3 Accreditation. Training Site shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, Training Site shall permit the appropriate accreditation agency to make site visits to the Training Site to verify the instructional and clinical/non-clinical experience of the School’s Students.

3.4 Emergency Health Care/First Aid. Training Site shall, on any day when Student/Instructor is participating in training at Training Site, provide to Student/Instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said Student’s or Instructor’s participation in the Program at Training Site. Except as provided regarding such emergencies, Training Site shall have no obligation to furnish medical or surgical care to any Student or Instructor. Students and Instructors will be financially responsible for all such care rendered in the same manner as any other patient.

IV. COMPLIANCE WITH LAWS AND STANDARDS

4.1 **General Compliance.** The Parties shall comply with the following to the extent applicable to the Program(s): (a) Dignity Health's Standards of Conduct; (b) all federal, state and local laws, rules and regulations; (c) the bylaws, rules, regulations, guidelines and policies and procedures of Training Site ("Training Site Rules"); and (d) the bylaws, rules and regulations of the Medical Staff of Training Site ("Medical Staff Rules").

4.2 **Acknowledgment of Corporate Integrity Program.** School acknowledges that Training Site operates under the Corporate Integrity Program of Dignity Health. School further acknowledges that, notwithstanding anything contained herein, neither Party shall engage in any conduct that may violate any policies, procedures, or directives of the Corporate Integrity Program. School further represents that the School, the Instructors and the Students have not been, nor currently are, excluded from participation in government funded healthcare programs, including without limitation Medicare, Medicaid, CHAMPUS and FEHP.

4.3 **Standards.** It is understood and agreed that Students and Instructors shall comply, to the extent applicable to the Field Experience, with the Statement of Common Values, as adopted by Dignity Health ("Statement"), and, if Training Site is Catholic-sponsored, with the Ethical and Religious Directives for Catholic Health Care Services, as adopted by the United States Conference of Catholic Bishops ("Directives"). A copy of the Statement and/or Directives may be obtained from Training Site's administration.

4.4 Non-Discrimination.

(a) The Parties agree that Student(s) participating in the Program at Training Site pursuant to this Agreement shall be selected without unlawful discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

(b) The Parties further agree that Training Site, School or each Student participating in the Program shall not unlawfully discriminate against any patient or any other person on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.

4.5 **Network Usage Policy.** School shall assure that School and each Student and/or Instructor assigned to Training Site who shall have access to Training Site's computer network shall comply with and sign Dignity Health's Network Usage Policy.

V. STATUS OF STUDENTS AND FACULTY

5.1 **Non-employment Status.** It is expressly agreed and understood by School and Training Site that Students and Instructors under this Program(s) are in attendance for educational purposes, and such Students and Instructors are not considered employees of Training Site for any purpose, including without limitation compensation for services, employee welfare and pension benefits, or workers' compensation insurance. Accordingly, School will ensure all Students understand that they are trainees, and thus that they shall not be used to treat patients in lieu of trained professionals employed or contracted with Training Site. Further, all Students shall perform patient services only when under appropriate supervision of a qualified professional, which supervision shall be coordinated by Training Site and School.

5.2 **No Compensation.** The Program(s) under this Agreement shall be conducted without payment of any monetary consideration by School or Training Site to the other, or by or to any Student participating in the Program(s), and School shall ensure that all Students understand that Students will not be compensated in their trainee roles.

5.3 Training Site-Employee Students.

(a) Notwithstanding Section 5.1 above, should a Student also be a current employee of Training Site ("Student-Employee"), any Field Experience of that Student-Employee shall be separate and apart from all paid working hours as an employee of Training Site, and such Student-Employee shall sign Part IV and Part VI. If possible, any Field Experience of that Student-Employee shall occur at a facility other than the Training Site where the Student-Employee is an employee. In this case, the Student-Employee shall not be considered an employee of the facility where the Student-Employee participates in the Field Experience and shall receive no compensation as set forth in Sections 5.1 and 5.2 above.

(b) In the event that the Student-Employee performs the Field Experience at Training Site where Student-Employee is employed, and at the same time as performing work for Training Site, Training Site's relationship with Student shall be that of employer-employee for employment purposes, including without limitation compensation, benefits,

provision of patient services and compliance with Training Site policies. Notwithstanding the foregoing, such a Student-Employee shall receive no compensation while purely participating in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience.

(c) Student-Employees must also comply with the special requirements set forth in Part II.

VI. INDEMNIFICATION

6.1 School Indemnity. School shall defend, indemnify and hold harmless Training Site and its affiliates, parents, subsidiaries, directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its officers, employees, agents, Instructors or Students.

6.2 Training Site Indemnity. Training Site shall defend, indemnify and hold harmless School, its officers, employees, agents and Students from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Training Site or its officers, employees or agents.

6.3 Survival. The terms of this Article VI shall survive the expiration or termination of this Agreement.

VII. INSURANCE

7.1 School Insurance. School warrants and represents that School provides:

(a) General and professional liability insurance or self-insurance covering School, Students and Instructors, each insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. However, if School is a public entity entitled to governmental immunity protections under applicable state law, then School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If such insurance or self-insurance is on a claims-made basis, School shall maintain continuous coverage for the term of this Agreement and a period of three (3) years after termination or expiration of this Agreement.

(b) School further warrants and represents that it provides workers' compensation insurance for its own employees (including Instructors employed by School) as required by applicable state law, and student accident insurance of at least \$10,000 for any Student not covered by School's workers' compensation insurance.

7.2 Training Site Insurance. Training Site shall maintain insurance or self-insurance through the Dignity Health Self-Insurance Program for general and professional liability and workers' compensation coverage.

7.3 Certificates of Insurance/Evidence of Protection. The Parties shall provide to each other upon request certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without thirty (30) days written notice to the other Party.

7.4 Survival. The terms of this Article VII shall survive the expiration or termination of this Agreement.

VIII. TERM AND TERMINATION

8.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

8.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party.

8.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the

date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. Such termination or expiration shall not take effect, however, with regard to any Student already assigned to participate in the Program at Training Site until that Student has completed training for which the Student is assigned, unless such completion would cause an undue financial or operational hardship on the Training Site or the unit in which Student is assigned ceases to operate.

8.4 Termination of Individual Student/Instructor. Notwithstanding anything in this Agreement to the contrary, Training Site may request School to withdraw from the Program(s) any Student or Instructor at Training Site whom Training Site determines is not performing satisfactorily, or who refuses to follow Training Site Rules, or violates federal or State laws. In addition, Training Site may suspend immediately from participation in the Program at Training Site any Student or Instructor who, in the sole judgment and discretion of Training Site, engages in conduct or attitude that threatens the health, safety or welfare of any person, or the confidentiality of any information relating to a patient; School shall comply with any such request immediately, unless the Training Site agrees to a longer period of time. The procedures referred to in this Section are separate from any procedures of School relating to the Student's/Instructor's continued participation in Program at School.

8.5 Termination of Student-Employees. Notwithstanding Section 8.4 above or any other contrary provision in this Agreement, Training Site's relationship with a Student-Employee for employment purposes shall be that of employer-employee, including without limitation termination.

8.6 Destruction of Training Site. In the event that Training Site is partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the Training Site untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Training Site determines that the premises or the facilities shall again be tenable.

IX. CONFIDENTIALITY

9.1 General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

9.2 Patient Health Information. Students and Instructors may receive or acquire from Training Site "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). School agrees that all PHI acquired as a result of Students' training at Training Site is confidential, and that School, Students, and Instructors are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Training Site. School shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Training Site. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of Training Site.

9.3 Confidentiality Training/Workforce. School shall warrant to Training Site that each Student and Instructor has received appropriate training in the Student's/Instructor's duty to maintain the confidentiality of PHI and Training Site proprietary information at all times, and to comply with all federal and State laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA and applicable State law. Training Site reserves the right to provide appropriate confidentiality training to the Students and Instructors, and to designate the Students and Instructors as members of the Training Site's workforce, as defined by HIPAA.

9.4 Patient Authorization. No Training Site PHI may be disclosed to or shared with School (or School's employees or agents not participating as on-site Instructors) during the course of the Program(s) unless Training Site has received express written patient authorization. Training Site shall reasonably assist School in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and Instructors shall use only de-identified information (as defined by HIPAA) in any discussion with School (or School's employees or agents not participating as on-site Instructors).

9.5 Cameras. Students and Instructors shall not be permitted to use any cameras or camera cell phones at Training Site.

9.6 Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, School shall use its best efforts to return to Training Site or to destroy all written and electronic PHI received or acquired from Training Site. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any Faculty notes containing PHI.

9.7 Notice of Breach of Confidentiality. If School becomes aware of the unauthorized use or disclosure of PHI, School shall promptly and fully notify Training Site of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

9.8 Remedies of Breach. School agrees that, if it breaches this Article IX on Confidentiality, Training Site may immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Training Site shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this Article IX by School.

9.9 FERPA. To the extent Training Site generates or maintains educational records related to Student, Training Site agrees to comply with the Family Educational Rights and Privacy Act (“**FERPA**”), to the same extent as such laws and regulations apply to School, and shall limit access to only those Training Site employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Training Site as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the School’s records is required by Training Site to carry out the Program.

9.10 Survival. The terms of this Article IX shall survive the expiration or termination of this Agreement.

X. GENERAL PROVISIONS

10.1 Assignment; Binding on Successors. No Party may assign its rights or delegate its duties without the express written approval of the other Party, which shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.

10.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

10.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a “**Dispute**”) the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the County in which Training Site is located by JAMS, Inc. in accordance with its commercial arbitration rules. The Parties shall bear the arbitrator’s fees and expenses equally. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in the county where Training Site is located. The terms of this Section shall survive the expiration or termination of this Agreement.

10.4 Entire Agreement/Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

10.6 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

10.7 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third business day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Informational Terms above.

10.8 Referrals. Nothing in this Agreement or in any other written or oral agreement between Training Site and School contemplates or requires the admission or referral of any patients or business to Training Site or any affiliate of Training Site.

10.9 **Severability.** In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the Parties, in which case this Agreement may be immediately terminated.

10.10 **Third Party Beneficiaries.** Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

10.11 **Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

10.12 **Title 22 Compliance.** If Training Site is an acute care hospital located in California only: without limiting the obligations of School, Training Site shall retain administrative responsibility for its operation, as required by Title 22, California Code of Regulations, Section 70713.

Part II

EDUCATIONAL TRAINING AGREEMENT

Background Checks and Health Screening Process

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the Training Site Primary Contact or his/her designee, electronically or via facsimile, no less than **thirty (30) days** prior to the Student's/Instructor's arrival at the Training Site.

A. Background Checks Requirements

School shall provide proof of a lawful background check for each Student and Instructor by attestation as demonstrated in Part III. The background check shall be conducted **no more than ninety (90) days** prior to clinical and/or non-clinical experience commencement and reported to Training Site Primary Contact **at least thirty (30) days** prior to the start of the planned experience. As long as a Student remains continuously enrolled in the academic program, the background check for such Student is required upon Program initiation and upon any renewal and/or new rotation under a Program (except as stated herein). Training Site is not financially responsible for the background check. The background check shall include at a minimum:

- a controlled substance screen in accordance with Training Site's policy;
- a social security number trace (used to identify additional names and or locations of residence);
- a county criminal background search in each county where the Student/Instructor has resided in the seven (7) years prior to the Field Experience;
- a national registry search of violent sexual offenders and predators; and
- a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services (if applicable), for listing as debarred, excluded or otherwise ineligible for federal or state program participation, prior to Student's arrival and on a monthly basis thereafter (<https://www.sam.gov/portal/public/SAM>; <http://www.oig.hhs.gov/exclusions>; <http://www.medi-cal.ca.gov/references.asp>).

All searches outlined above shall include a search of any additional names used by the Student/Instructor (e.g. other first or last names).

Attached at the end of this Part II are the Dignity Health Background Screening Scoring Guidelines.

Training Site reserves the right to request actual background check documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

B. Background Check Vendor

School may use a background screening company of its choosing, but said company must adhere to standards established by the National Association of Professional Background Screeners. Dignity Health recommends the following preferred vendors:

Corporate Screening: www.HireRight.com and/or www.VerifyStudents.com

C. For Student-Employees

Student-Employees are not considered employees of Training Site while acting in their roles as Students, per Section 5.3 of the Agreement. The following requirements apply to such Student-Employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be re-signed as Students
- Drug screens and background checks may be waived if the following conditions are met:
 - Student is a Training Site employee who is on active status with no outstanding disciplinary actions

- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers' compensation is not offered for employees functioning in a Student role.
- Student-Employees will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.

D. Health Screening Process. Training Site is not financially responsible for providing health screening services/tests for Students/Instructors.

Training Site reserves the right to request actual health screening documents for each Student and Instructor. School must provide requested documentation within two (2) hours of the request for current Students/Instructors. For past Students/Instructors, School must provide requested documentation within ten (10) business days. School shall retain the student records, and, if applicable, personnel records for its Instructors, in accordance with all legal requirements, for a period of not less than five (5) years.

The following health screening requirements apply to both Students and Instructors of School, unless Training Site's policy states otherwise:

Demonstrate the absence of tuberculosis (annually)

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a documented negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization), or signed statement of declination (if permitted) in accordance with Training Site Rules:

- Rubella
- Rubeola
- Mumps
- Varicella zoster
- Diphtheria, Tetanus, and Pertussis (Tdap)
- Hepatitis B status screening
- Influenza (if declination Student must wear a mask at all times, as mandated by Training Site Rules);
 - Training Site will offer Students and Instructors actively participating in a Field Experience the influenza vaccination. There may be a charge for such vaccination.

Demonstrate the absence of evidence of controlled substances use:

- Cocaine
- Barbiturates
- Amphetamines
- Cannabinoids
- Opiates
- Benzodiazepines
- Phencyclidine

With respect to Student-Employees, as set forth above, current Employee Health clearance may be used to demonstrate meeting any Health Screening requirements.

BACKGROUND SCREENING GRID

Scope	Screening	General Description	Screening Provider
All Positions and Volunteers	Criminal History	Search of court records to identify past criminal conduct. Shows both misdemeanor and felony convictions.	Dignity Health Service Provider
	OIG/GSA Search	Identifies individuals listed by the government as excluded from participation in Medicare, Medicaid and other federal healthcare programs.	Dignity Health Service Provider
	Sex Offender Search	Identifies registered sex offenders (national database search)	Dignity Health Service Provider
	SSN Trace and Validation	Lists names and addresses associated with SSN and confirms validity of the SSN.	Dignity Health Service Provider
All Positions	Employment Verification	Verification directly from past employers including dates of employment, position & salary history.	Dignity Health Service Provider
	Reference Interviews	Through personal interviews, obtains and reviews information regarding candidate's capabilities and work history.	Facility Determination
Licensed Positions	Professional License Verification	Verification with applicable licensing board or agency. Shows status, dates, to whom issued and whether adverse action has been taken against license.	Dignity Health Service Provider
Positions Director Level and Above	Education Verification	Verification of institution attended, dates of attendance, degrees and/or credential earned, and major area of study.	Dignity Health Service Provider
Driving Positions	Motor Vehicle Records Examination	Shows motor vehicle driving violations, license suspensions, restrictions and revocations and driving related convictions. Varies by state.	Facility Determination
	Vehicle Insurance Verification	Verification of vehicle insurance.	
Data Sensitive Positions (DSP) include: 1. Positions with regular access to all of the following for any one person: bank or credit card account information, social security number; and date of birth.	Civil History	Review of court records by name, county, or jurisdiction to detect lawsuits, restraining orders, and other civil court activity.	Dignity Health Service Provider
	Federal Civil Search	Search of court records to identify bankruptcies, tax liens and other adverse information.	Dignity Health Service Provider
	Credit History Examination	Identifies if an applicant has any accounts in collections, open loans, inquiries made by third parties, etc., by accessing credit bureau information.	Dignity Health Service Provider

Scope	Screening	General Description	Screening Provider		
2. Managerial Positions in Payroll, Human Resources, Finance, Information & Technology, Security and Compliance as well as CEOs and COOs.	Federal Criminal History	Search of federal court records to identify past criminal conduct.	Dignity Health Service Provider		
Facility Policy	Drug Testing	Tests for presence of some prescription and illegal substances.	Facility Determination		
Students			Each Dignity Health facility shall require a criminal background screening for each student over the age of 18 prior to the student coming to the facility. The scope of the background screening shall be the same as that required for applicants for employment for All Positions (see above). The Background Screening Scoring Guidelines will also be utilized as for applicants for All Positions. The Dignity Health facility shall have discretion as to whether the background screening for students: (1) will (a) be obtained by the school and forwarded to the Dignity Health facility, (b) the student and sent directly to the Dignity Health facility or (c) the Dignity Health facility; (2) who will pay for the screening; and (3) where the records will be maintained.		
			For students under the age of eighteen (18), it is the school's responsibility to secure at least one recommendation from a reliable, non-related source (e.g., teacher, counselor, or pastor) and forward to the Dignity Health facility prior to the student coming to the Dignity Health facility.		
Applicants Under the Age of 18	For applicants under the age of eighteen (18), the facility needs to secure at least one recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) prior to the applicant coming to the Dignity Health facility.				

BACKGROUND SCREENING ASSESSMENT GUIDELINES FOR CRIMINAL HISTORIES AND CREDIT HISTORIES

Definitions

- Non-Conviction**: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - o **Passing**: Non-Conviction leading to charge being dismissed, Nolle Prossse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - o **Disqualifying**: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prossse or Nolle Prosequi.
 - o **Provisional**: Any active or pending case.
- Passing Disposition**: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prossse, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Disqualifying Disposition**: Any disposition resulting in a Conviction or Non-Conviction (adjudication deferred/withheld that has not led to the case being dismissed or expunged).

Pass

The following results shall not be considered Disqualifying. Assess the following results as "Pass":

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI and driving without a license are not considered traffic violations).
- For California: Any Misdemeanor or Felony with a disposition date older than 7 years.
- For California: Any Misdemeanor Marijuana offense over two years old.
- For Nevada facilities and system offices: Any Misdemeanor or Felony with a disposition date older than 7 years, with the exception of any of the following crimes with a Disqualifying Disposition: murder; voluntary manslaughter; mayhem; assault or battery with intent to kill or to commit sexual assault or mayhem; sexual assault; stator sexual seduction; incest; lewdness or indecent exposure; any other sexually related crime that is punished as a felony; a crime involving domestic violence that is punished as felony; abuse or neglect of a child or contributory delinquency; abuse, neglect exploitation or isolation of older persons or vulnerable persons; any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon.

Provisional

The following results are potentially Disqualifying, and are thus designated "Provisional" pending further individualized assessment and evaluation. Applicants with a "Provisional" record may be approved for hire by the head of Human Resources for the Dignity Health Training Site or system office. The head of the Human Resources shall consult with Dignity Health legal counsel in making such decisions when appropriate.

The following results shall be considered "Provisions":

- Any Misdemeanor or Felony case that is currently active or pending.
- For Nevada: Any one of the crimes specifically enumerated above with a Disqualifying disposition.
- Any Misdemeanor with a Disqualifying Disposition greater than 2 years *, but less than seven years.
- Any outstanding warrants.
- Any bankruptcy within the last ten years or tax liens
- More than 5 accounts past due or more than 2 accounts in collections within the last 7 years where the balance owing exceeds \$5,000
- Any SSN Trace where the SSN was reported as used in a Death Benefits Claim.
- Any other finding determined to be significant enough for further review and an individualized assessment.

Disqualifying

The following conditions will generally disqualify a candidate unless in the course of the individualized assessment it is determined that there are significant mitigating factors or other compelling information:

- Any Felony with a Disqualifying Disposition within the last 7 years.
- Any Misdemeanor with a Disqualifying Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

Part III

EDUCATIONAL TRAINING AGREEMENT
Sample Letter of Attestation

Training Site Contact Person: _____

Training Site Contract Person Telephone: _____

Training Site Contact Person E-mail: _____

<Date>

Dear _____:

<Name of Student/Instructor>, a student or instructor in the <Name of School's Program>, is scheduled to begin on [Insert Date] a clinical/non-clinical experience with <Name of Training Site> ("*Training Site*"). Please accept this letter as <Name of School>'s attestation that <Name of Student/Instructor> has successfully completed the background check, drug screen, health screening and orientation requirements as outlined in the "Educational Training Agreement."

Please note that Training Site will be contacted under separate cover regarding any students/instructors that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement.

Additionally, at any time as Training Site may deem necessary for audit and/or compliance verification purposes or any other lawful purpose, <Name of School> agrees to provide proof of any and all documentation for the aforementioned screens within two (2) hours of a request from Training Site.

Sincerely,

Program Director

<Name of School>

Part IV
EDUCATIONAL TRAINING AGREEMENT
Student Confidentiality Statement

As part of my affiliation with the Program at _____ ("Training Site"), I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Training Site policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of Training Site.
- I acknowledge I am not permitted to use any cameras or camera cell phones in Training Site.
- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right, authorization and/or need to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.
- All information obtained from Training Site systems remains the property of Training Site regardless of physical location or method of storage unless otherwise specified by Training Site in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Training Site Compliance Department.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Training Site systems is subject to monitoring and review as deemed appropriate by Training Site.
- My confidentiality obligation continues indefinitely, including after my association with Training Site has ended.

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Date: _____ _____
Student Signature

Typed Name of Student

Date: _____ _____
Parent Signature (if Student is under the age of 18 years)

Part V

EDUCATIONAL TRAINING AGREEMENT

Student Declaration of Responsibilities

I, _____, hereby state, represent and agree that:
(*Student Name*)

1. I am eighteen (18) years of age or older, or my parent has reviewed this contract and agrees by signing below.
2. I am a student enrolled in the _____ program ("Program") of _____ ("School"), and as such I am participating in the School's clinical and/or non-clinical rotation and experience program ("Field Experience") at _____ ("Training Site").
3. I agree to provide proof of my immunity to (serological testing or proof of adequate vaccination or current immunization): Rubella; Rubeola; Mumps; Varicella zoster; Diphtheria, Tetanus, and Pertussis (Tdap); Hepatitis B status screening (or signed statement declining series); Influenza (proof of shot or declination; if declination, I will be required to wear a mask at all times while in the Training Site as mandated by the Training Site's policies); and any other immunization required by Training Site of its employees. In addition, I agree to provide proof of a negative result to a seven (7) panel drug screen consistent with testing done on Training Site employees but no less than a seven (7) panel drug screen, a negative PPD skin test or chest x-ray taken within the last twelve months prior to participation in the Field Experience, consistent with that required of Training Site employees. Documentation of compliance with the aforementioned requirements will be provided to Training Site prior to beginning the Field Experience.
4. I agree to conform to all applicable Training Site policies and procedures (including, but not limited to, the Dignity Health Network Usage Policy and the Training Site's Dress Code), and such other requirements and restrictions as may be mutually specified and agreed upon by the Training Site Primary Contact and the School.
5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Field Experience, and that I am responsible for my own transportation to and from the Training Site.
6. I understand and agree that I am responsible for my own medical care needs. I understand that Training Site will provide access to emergency medical services or first aid for accidents or conditions arising out of or in the course of my participation in the Field Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Training Site shall assume no cost or financial liability for providing such care.
7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Field Experience.
8. **If School does not secure Student professional liability insurance,** I understand that Training Site requires as a condition for participation in the Field Experience that I secure and maintain malpractice insurance in amounts not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate. I further understand that said insurance must be maintained in effect so long as I remain a participant in the Field Experience and for at least three (3) years following the termination of the Field Experience, unless said insurance provides coverage on an occurrence basis.
9. I acknowledge that I will receive academic credit for the Field Experience provided at Training Site, and that I will not be considered an employee of Training Site or School, nor shall I receive compensation from either Training Site or the School while participating in the Field Experience. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under any Training Site's or School's coverage based upon my participation in the Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program, and that no Training Site is under an obligation to hire me upon the completion of the Program.
10. I understand that a Training Site may suspend my right to participate in the Field Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any person or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that the final decision regarding my continued participation in the Program at the Training Site is vested solely in that Training Site.

11. I acknowledge that I am not permitted to use any cameras or camera cell phones in Training Site.
12. I agree to comply with discrimination regulations and shall not unlawfully discriminate against any patient or any other person on account to race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic), citizenship, or any other protected status.
13. I further understand that a Training Site has the right to suspend use of its facilities in connection with this Program should its facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.
14. I understand that Training Site may provide a storage area for me to use for my personal belongings, but that Training Site does not assume any responsibility for my personal belongings.
15. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, and conversations between or among any health care professionals are considered privileged and should be treated with utmost confidentiality. I further understand that, if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

I have read the foregoing, and I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Training Site will permit me to participate in the educational Field Experience program at Training Site.

Date: _____

Student Signature

Typed Name of Student

Date: _____

Parent Signature (if Student is under the age of 18 years)

Date: _____

School Representative – Witness Signature

Part VI

EDUCATIONAL TRAINING AGREEMENT

Student-Employee Unpaid Educational Training Agreement

This Student-Employee Unpaid Educational Training Agreement ("Agreement") is entered into on the last date signed below by and between _____ ("Training Site") and _____ ("Student"). Student and Training Site understand and agree to the following terms and conditions:

1. Student is an employee of Training Site, and is enrolled in an educational program (the "Program") to obtain [license/degree/certificate] in _____. In order to provide academic and professional education for Student, Student desires access to facilities in which Student may gain experience and knowledge in Student's program of study (the "Field Experience").
2. Training Site operates a business in Student's subject area of study and, as a public service, is willing to provide Student with a Field Experience from _____ to _____ by providing a supervised working environment allowing Student to gain practical application of Student's area of study. "Practical application" of the educational program will consist of activities designed to develop professional skills beyond administrative clerical tasks, and can include, but is not limited to, [LIST – e.g., assisting in research, client communications, development of business or financial plans, strategic planning, analysis, actual operation or appropriate operations].
3. The Program is viewed by Training Site as an educational opportunity for Student rather than part-time employment. Accordingly, the Field Experience will include training and orientation and will focus primarily on learning and developing new skills in Student's area of study.
4. Student agrees that Student will not perform employment duties while functioning as a Student, and will not perform Student duties while functioning as an employee.
5. Training Site is willing to provide Student with the minimum of _____ hours of practical and actual application of Student's area of study while under close observation and supervision of Training Site's existing staff. Student's participation in the Field Experience is similar to that which would be given in a vocational setting and will not displace Training Site's existing staff.
6. Student acknowledges and agrees that Student will not receive compensation or wages in any form for participation in the Field Experience, and shall merely be able to obtain education credit while performing work for Training Site when such work is purely as part of the Field Experience. Training Site is not obligated to provide compensation or wages to Student for the Field Experience on its premises through the duration of this Field Experience.
7. Student acknowledges and agrees that workers' compensation is not provided to employees functioning in a Student role. Notwithstanding the foregoing, Student shall still be entitled to maintain Student's existing benefit plans and health insurance coverage during the Field Experience provided that Student meets the eligibility requirements in Student's capacity as an employee to receive such health and welfare benefits.
8. Student agrees to sign a separate Student Confidentiality Statement.
9. Student acknowledges and agrees that, by participating in this Field Experience, Student will not expect, nor be entitled to, employment with Training Site at the conclusion of the Field Experience or at any other time.
10. Student acknowledges and agrees that the training and supervision provided to Student is solely for Student's benefit, and Training Site does not derive an immediate advantage from the Student's activities; in fact, on occasion, Training Site's operations may be impeded. However, Training Site desires to provide a public service by assisting in education and training of students, and may expend resources to support Student's Field Experience.

11. Student agrees to perform diligently the work-based training experiences. Work-based training experiences will be assigned by Training Site and performed according to the same Training Site policies and regulations applicable to regular employees. Student agrees to abide by Training Site's policies, procedures and regulations.

12. Student agrees that Student is acting under this Agreement as a Student, and shall not be entitled to any collective bargaining rights under this Agreement as afforded to employees. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with the obligations of either Training Site or Student under the applicable terms of an applicable collective bargaining agreement, if any, with a labor organization. Either Training Site or Student, or both of them, may deem it necessary to notify immediately the appropriate labor organization of this Agreement.

13. Student agrees to change clothing and wear appropriate identification badges to signify that Student is a student when participating in the Field Experience, and to signify that Student is an employee when working at Training Site during times not constituting Field Experience.

14. Either Training Site or Student may terminate this Agreement at any time, and each agrees to give the other reasonable notice of no less than five (5) working days prior to termination date.

15. Training Site and Student agree that, if any portion of this Agreement is found to be void and unenforceable, the remaining portions shall remain in full force and effect.

STUDENT

Name:

Date

TRAINING SITE

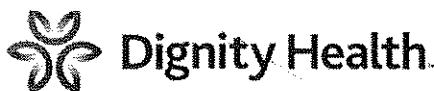
Name:

Date

Title:

Attachment A
Training Site

- Dignity Health, a California nonprofit public benefit corporation doing business as California Hospital Medical Center
- Dignity Health , a California nonprofit public benefit corporation doing business as Glendale Memorial Hospital and Health Center
- Dignity Health, a California nonprofit public benefit corporation doing business as Northridge Hospital Medical Center
- Dignity Health, a California nonprofit public benefit corporation doing business as St. Bernardine Medical Center
- Dignity Health , a California nonprofit public benefit corporation doing business as St. Mary Medical Center
- Dignity Health, a California nonprofit public benefit corporation doing business as St. John's Regional Medical Center
- Dignity Health , a California nonprofit public benefit corporation doing business as St. John's Pleasant Valley Hospital
- Dignity Health, a California nonprofit public benefit corporation doing business as French Hospital Medical Center
- Dignity Health, a California nonprofit public benefit corporation doing business as Marian Regional Medical Center (Santa Maria and Arroyo Grande campuses)
- Dignity Health, a California nonprofit public benefit corporation doing business as Mercy Hospital
- Dignity Health, a California nonprofit public benefit corporation doing business as Mercy Southwest Hospital
- Bakersfield Memorial Hospital, a California nonprofit public benefit corporation
- Community Hospital of San Bernardino, a California nonprofit public benefit corporation
- Mark Twain Medical Center, a California nonprofit public benefit corporation
- Pacific Central Coast Health Centers, a California nonprofit public benefit corporation



April 3, 2019

The Regents of the University of California
700 Tiverton Avenue, Factor Building
P.O. Box 951702
Los Angeles, CA 90095-1702

Re: Amendment to Include New Affiliate for Regents of the University of California on behalf of its School of Nursing at the U.C. Los Angeles - Education Affiliation Agreement - [2017], effective as of 9/1/2017, as amended (collectively, the "Agreement")

Dear Sir, Madam,

This is to provide formal notice of and, to the extent required, seek your consent for, the recent combination between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health"), and Catholic Health Initiatives, a Colorado nonprofit corporation ("CHI"), and the related corporate changes. These changes require the addition or otherwise inclusion of a new Dignity Health affiliate to the Agreement for which we seek your concurrence as described below.

Pursuant to a "Ministry Alignment Agreement," dated December 6, 2017, Dignity Health and CHI aligned their respective health ministries into a single national Catholic nonprofit health system effective as of February 1, 2019 ("Effective Date"). The parties expect many benefits from their combination, which joins two existing health systems that do not overlap in their primary geographies. We anticipate that the business relationship that Dignity Health enjoys with you and the operational relationships that are conducted with you will not be altered by reason of the CHI combination.

As a technical legal matter, the "ministry alignment" is governed by CommonSpirit Health, a Colorado nonprofit corporation, which is the ultimate parent organization that became the sole member of Dignity Health ("CommonSpirit Health") as of the Effective Date. CommonSpirit Health has an initial governing board composed of an equal number of directors selected from the legacy Dignity Health and CHI boards, as well as the CEO from each, and thus both parties have equal standing in the new governance structure. As an element of the transaction, Dignity Health's eight non-Catholic hospitals listed on Exhibit A were transferred to a new affiliated Colorado nonprofit corporation named Dignity Community Care ("Dignity Care"), whose address for purposes of the Agreement is c/o Dignity Health, 185 Berry Street, Suite 300, San Francisco, California 94107. As of the Effective Date, both Dignity Health and Dignity Care are under the control of CommonSpirit Health.

Due to reasons related to debt consolidation, the transaction will include a second step when Dignity Health merges into CommonSpirit Health, expected to occur within three years after the Effective Date. For your reference, further details about the transaction can be found at: <https://www.dignityhealth.org/about-us/our-organization/written-notice-ca-attorney-general/ca-ag-notice-level3> (collectively, the "Transaction").

As of and following the Effective Date, Dignity Health (and after the merger, CommonSpirit Health), will continue as a party to the Agreement. Moreover, even though Dignity Care owns the non-Catholic hospitals listed on Exhibit A, Dignity Health's operational status and role with respect to these hospitals will remain unchanged by reason of the Transaction. Your "ordinary course of business" contacts at Dignity Health will remain the same and you should continue to work with these individuals in the administration of the Agreement. These same individuals will likewise administer the Agreement on behalf of Dignity Care where applicable.

By signing below, you agree to include Dignity Care and/or its relevant hospitals as an additional

"Dignity Health Hospital" or "Dignity Health Entity" (or similar term or terms defined in the Agreement pertaining to Dignity Health's affiliates, hospitals or facilities) covered thereby, and that all references to Dignity Health shall also apply to or otherwise include Dignity Care and/or its relevant hospitals for all purposes related to the Agreement (including any schedules or exhibits attached thereto). You also acknowledge and otherwise consent to the Transaction for all purposes of the Agreement. Without limiting the foregoing, you agree that any of your rights or Dignity Health's obligations that may arise under the Agreement or that would be triggered by the Transaction are hereby waived.

Dignity Health hereby affirms that Dignity Health and, provided the Agreement remains in effect, CommonSpirit Health, as successor-in-interest to Dignity Health, will remain obligated under all the terms of the Agreement; and except as set forth herein, nothing in this letter waives or amends any duties or obligations of Dignity Health or CommonSpirit Health under the Agreement.

Kindly indicate your agreement with the foregoing by signing this letter in the space provided below and returning a signed copy within the next ten (10) days to Michael Montgomery at michael.montgomery@dentons.com, with a copy to Clay Wortham in electronic portable format (pdf) by e-mail at clay.wortham@dentons.com and Michele Karas at michele.karas@dentons.com.

Should you have any questions concerning this letter or any of the foregoing, please contact Clay Wortham via phone at (312) 876-3437 or via email, or Michael Montgomery via phone at (415) 882-0375 or via email. Thank you in advance for your prompt attention to this matter.

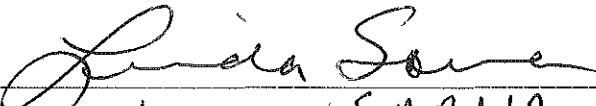
Very truly yours,

DIGNITY HEALTH,
a California nonprofit public benefit corporation



Elizabeth Shih
SEVP/CAO to Lloyd Dean, CEO

ACCEPTED AND AGREED TO BY ADDRESSEE:

By: 

Print Name: LINDA SARNA

Title: Dean

Date: 4/10/19

EXHIBIT A

DIGNITY CARE HOSPITALS

Sequoia Hospital

Methodist Hospital of Sacramento

Woodland Memorial Hospital

California Hospital Medical Center - Los Angeles

Glendale Memorial Hospital

Northridge Hospital Medical Center

French Hospital Medical Center

Chandler Regional Medical Center